App. F. IX-4

1934.
(Law)

File No. 31-34
Serial Nos. 1-14

Previous References

Law 102-31 (1-4)
105-32-1-3
by Agent's office 39/3 of 32-33

Letter References.

Law 38-35 (6-12)
" 204-37-1-6
31-34-19+24, 23
24-27

PRESERVED

prevance

GENERAL AND REVENUE SECRETARIAT.

Law 18-39 (1, 28-26)
15-41 (9-10)

Serial Nos. 14

Part B for Feby 3.

SUBJECT.

in S 2/34-35 on the file of the Di- Judge, Shimoga.
In re Evasion Mudalian Vs. Govt.

G O No P 5335-9 of 12-2-36
to the Asst- Mysore Agent- Mys Rep
Secy to Govt
C. C. & Comptr

WD 03697—GPB—22,500—2-6-36

Issues direction to the Forest Dept to examine the evidence for establishing a claim for Seignorage fees & Calls for a report in the matter

Letter 25/3/1936.

GENERAL AND REVENUE SECRETARIAT.

(Last)

NOTES.

File No. 31/34

FILE HEADING.

O.S. 12/34-35 on the file of the Dt. Ct. Shimoga
(Devarajamadaliar vs Govt of Mys)

FROM

The Dt. Judge. Shimoga

No.	XX 176	Dated	9.8.34	Received	10.8.34
Diary No. 929		Enclos.	Spare copies		Serial No. 1

BRIEF ABSTRACT OF LETTER

Forwards defendant's summons in duplicate in the above case for service and return.

NOTES AND ORDERS.

1) This is a Suit for recovery of a sum of Rs 6697-00 + interest which is said to have been wrongfully collected as due towards Seigniorage Charges for jelly Collected in the State forest in Connection with the Contract for Collecting ballast on the Birur-Shimoga section.

Date of Hg 1.9.34

The Summons in original may be returned with due endorsement of service made on; and the Dft. Shimoga instructed to appear and Conduct the defence.

Necessary dfts are sent for appl

NOTES—First Sheet

TD
13/8

WD 69—GBPM—5,000—14-7-31

File No. of 193 General and Revenue Secretariat

2) Subd for approval

Gen Secy) 13/8

14.8.34

Issue 15/8

Issued.

No. P. 929 dy 17.8.34 2

To the Dt. Judge. Shimoga.

Returning the original of the summons duly endorsed.

To the Agent Govt Pleader. 3

No. P. 930 dy 17.8.34

Forwarding copies of the summons complaint & Calls for a report.

To the P.P.R. Shimoga. 4

No. P. 931 dated 17.8.34

Forwarding the duplicate of the summons the copy of the plaint & requesting him to appear in the case for Govt.

Asst. A.

20/8/34

Serial No.

From:

The Agent Nyl Rys

no. 1565 dt 31.8.34 forwarding a copy of the letter from the Supt Way and Works together with remarks

offering his remarks on each para of the plaint

3) The Suit is for recovery of a Sum of R 665-10-0 alleged to have been wrongfully withheld as due towards refrigerage charges for jelly Collected in the State first in Connection with the Contract for Collecting ballast on the Bimm-Shenoga Section Sub with a draft S.O. Sanctioning the defence grounds

JSD 3/9

4) Mayhew

Genl Secy.) MRH 3/9

Second Member

MRH 4.9.34.

JPV MRH 4/9

5/9.

MRH 5.9.34.

5) Issue MRH 5.9.

OFFICE OF THE COUNCIL. 5 SEPT. 1934 No. 1123

GENL. & R. V SECTT. 6. SEP. 1934

NOTE—Contn. Sheet.

WD 01955—GPB—22,500—12-6-31

1324 : 11

Laws File No. 31 of 1934 | General and Revenue Secretariat

To,

The PPr Shimoga

Agent Mys Rys

Comptroller to Govt

Secy to Govt Mys Rys

L.O. no. C.1078-81 Laws 31-34-6 dt 7-9-34

sanctioning the defence of the suit

To

The PPr Shimoga.

No 83 dated 15-10-34

Pdr for approval & return

the draft W.St

6) The records said to have been sent along with the P.R.D have not yet been received. They will be awaited till Monday, if appd 2 copies of the W.St will be got typed to facilitate revision, if necessary, on receipt of records.

Date of hearing 7-11-34.

The Vakalat form & the W.St, after appd, will be sent to the Agent, Mys Rys for signature & return to PPr direct

9/10/34

Records re

on 15/10/34

19/10/34

VMB O.S. yours — Dr. Judge with thanks

VMB

General and Revenue Secretariat | Law File No. 31 of 1934. | [App. F. III—2

Serial No.

Date of Ltg 5.11.34

7) The W.S. seems to be in order and may be approved subject to reference to para 16 supra.

TSD 24/10

8) Please get it typed as usual

MAP 23/10

9) Typed copies put up.

TSD 24/10

10) The W.S. is all right & may be approved & then got signed by the Chief Secy.

Gen Secy) MAP 23/10

11) May be approved

Second Member. CMV. 25.10.34

VMB

CMV. 25.10.34

12) For favour of signature

Chief Secy) MAP 27.10.34

RL 28/10

13) Return

MAP 29/10

OFFICE OF THE SECOND MEMBER OF COUNCIL. 25 OCT. 1934 NO. 3076

HOME DEPT. 1 NOV. 1934

NOTE—Contn. Sheet.

WD 0195—GPE—22,500—12-6-34.

1153 P

2216/34

Law File No. 31 of 1934. | General and Revenue Secretariat

(14) Dft returning put up.

ISD 29/10

(15) The W.S signed by the Chiefs as also the Vakalat have to be sent to the Agent urgently for signature & return to the PPr Shimoga. Draft put up is suitably revised & another Draft to the Agent is also put up.

Both may issue today.

DRP 30/10/34

(16) The records to be returned to the PPr are tied up with a thread.

DRP

TYPING SECTION * 30 OCT 1934 * GENL & REV SECTT.

To

The PPr. Shimoga

no. P. 2056 dt 30.10.34 informing that the W.S. and the Vakalat have been sent to the Agent Mys Bgr for his signature and return to you

The Agent Mys. Bgr.

no. P. 2057 dt 30.10.34 forwarding the W.S. for signature & return to the PPr Shimoga.

Sure

Hu[illegible]

2890

General and Revenue Secretariat | Law File No. 31 of 1934. | [App. F. III—2

Serial No.

From,

The Dy. Commr. Shimoga

no. 178 d 9.11.35 intimating receipt of the papers filed O.S. no 34/35 on the file of the Dy. Judge. Shimoga has been decreed with Costs.

The Suit is for recovery of Rs 669-10-0 alleged to have been wrongfully realised as due towards Seigniorage Charges for jelly Collected in the State forest in Connection with the Contract for Collecting ballast on the Birur-Shimoga section. The Dy. may be asked to send Copy of the Judge decree early.

Submitted for perusal.

ISD 12/11

12/11

1) Dft for issue

ISD 12/11

2) Issue

12/11

Issued vide P. 3295 dt 18.11.35

TYPING SECTION GENL 14. NOV. 1935

Sup A 19/11

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

O.S. 2 | 36-35. Dr. Judge. Shimoga
(Devaraja Modaliar vs Govt) 3844

Law File No. 31 of 193 G

General and Revenue Secretariat

From,

The Dr. Shimoga
no. 168 d 22.11.35 forwarding
the certified Copy of Judgt and
decree in the above Case and stating
that there are some points fit to
be Considered by the appellate Ct.

21) This is a suit against Govt for recovery of Rs 665-10-0 alleged to have been wrongfully withheld as due towards reimbursement Charges for jelly Collected in the state forest in Connection with the Contract for Collecting ballast in the Birur-Shimoga Section. The Dr. Judge. Shimoga has held that the plaintiff is entitled to recover the said amount with interest and accordingly decreed the suit with Costs. The Dr. Shimoga says that the findings of the Dr. Judge. are not Correct, and the suit has been clearly barred by time. The Govt. Ad. may perhaps be Consulted where this is a fit Case for appeal.

(Appeal has to be filed before the end of Jan

Submitted for perusal and orders.

TSD 2/1

22) The Govt. Advocate might be Consulted

(Sd) Yes. Govt 31/1/31. G 31/1/36

GENERAL SECRETARIAT
3- JAN 19-
84

3544

General and Revenue Secretariat | Law File No. 31 of 1934. | [App. F. III—2

Serial No.

U.O. No. P 112/35 dated 4.1.36.

Immediate
no. 614/35-36
dt 4.1.1936

1) Forwarded with Compliments to the Govt. Advocate for favour of advice

B.O.

for General Secretary
TSD 4/1.

Re no. 95/35-36
dt 7.1.1936

2) Returned with compliments.

Copies of depositions of witnesses and of the Exhibits filed in the case are not available in the records. As a perusal of the same is necessary, they may kindly be obtained immediately and the file returned to me

N. Nagabhushana Iyer
7.1.36.

GENERAL SECTION
7 JAN. 1936
BANGALORE

3) Dfr Calling for the same is subd for appl.

TSD 7/1

4) Issued today
dt 7/1/36

Issued no. P. 4395 dt 7.1.36.

Sent A
to process
15/1/36

5) Dfr R/ put up.

TSD 16/1

6) Issued
15/1/36

Issued no. P. 4596 dt 15.1.36

SECTION
15 JAN 1936
GENL & R. DEPT.

Sent A
for 20th

NOTE.—Contn. Sheet.

WD 03591—GPB—30,000—13-7-35

O.S. 1/1936 – Dr. Cr. Shimoga (Devaraja mohalla re Gov) 4452

Law File No. 31 of 1936. | General and Revenue Secretariat

From,

The Dr. Shimoga

no. 206 dt 19.1.36 forwarding Copies of depositions of witness and of the Exhibits filed in the above case.

30) Forwarded with Compliments to the Gov. Advocate with reference to para 25 supra. The file may kindly be returned with the opinion immediately as the last date for filing the appeal is about the first week of Febr.

U.O.No.P 11673-5 Dated 20.1.36

Ftso 657/II-36 dt 24.1.36

B. O.

for General Secretary
TSD

Returned with compliments.

No Dy 1874/35-36 dt 1.2.1936

31) That the Plaintiff is entitled to the three amounts of Rs.319-10-0, Rs.250/- and Rs.100/- is not denied.

The claim put forward by the Government is that the Plaintiff is liable to pay seigniorage of Rs.669-10-0. The learned District Judge has held that the letters relied on by the Government were not given by the Plaintiff with his free consent, and that they are not therefore binding on the Plaintiff. The wording of those letters supports that finding to some extent. It may also be noticed that in Ex.IV Plaintiff has expressly mentioned that he would, if at all, be liable to pay only Rs.173-8-9. Further the learned District Judge has thought it unnecessary to decide in this case the liability of the Plaintiff to pay

GENERAL SECRETARIAT
Pad

any

Serial No.

any royalty or seigniorage and has left it open to the Forest Department to claim it in a separate suit. It is very strange that no one was examined on behalf of the Government in proof of their case. The Plaintiff has stated that he removed 1,50,000 C.Ft. of ballast and that Government would be entitled if at all to only two annas for 100 C.Ft. That seems to be the rate prevailing in the Public Works Department as can be gathered from Ex.(F) and the evidence of PW.3 who is himself a clerk in the Executive Engineer's Office. If that is so, Plaintiff would be liable to pay only about Rs.188/- for the ballast removed. It is not explained why no body was examined on the side of the Defendant and that is a serious defect in the case.

In the absence of any evidence on the side of the Defendant on what basis this sum of Rs.669/- odd is claimed and how Plaintiff is held liable for the same, the Government would not be entitled to more than Rs.188/- even if their contention is upheld. There is also some evidence on Plaintiff's side that for carting ballast no royalty is recovered from the contractors.

The learned Public Prosecutor suggests that it may be successfully contended that Plaintiff's claim is barred by time. This would apply only to the first item of Rs.319/-. The learned District Judge may not be correct in applying Art.115 of the Limitation Regulation and in relying on Ex.(D) for the purpose. But I am not sure if Ex.(E) will not serve as an acknowledgment. This question is not however free from

NOTE.—Contn. Sheet.

WD 03594—GPB—30,000—18-7-35

from doubt. But as regards the other two amounts as they were given as deposits for the proper performance of the terms of the contract, suit to recover the same may be governed by Art.120 which gives Plaintiff 6 years time for claiming it. Though there are conflicting views in the decisions of the High Courts in British India, the general tendency is to apply Art.120 to such cases. C.F., Mitra's Limitation Vol.II, p.1787; 6 C.L.J. 535; 55 I.C. 515.

If the liability of the Plaintiff for Rs.669/- odd can be made out by tangible evidence, I am of opinion that it would be advantageous to file a separate suit in which the necessary evidence may be adduced, particularly as they would not be entitled in any event to more than Rs.188/- in this case.

An appeal by the Government to the High Court on a doubtful question of Limitation does not seem to me to be desirable.*

V. Nagaswami Ayr
1.2.36.

*) It is not clear why no evidence has been put in on behalf of govt. The case does not seem to have been properly handled in the Dt court by the Pr, Shimoga. There is no use of filing an appeal under the

Serial No.

Circumstances. The Pltr will be asked to survey the records & furnish his opinion if there is good evidence to file a separate Suit for recovery of Rs 669/- & due to govt & further action as advised by the Govt will be taken.

(Revised) [illegible] 4/2

Yes [illegible] 3/2

Dft [illegible] 4/2

35) Dft Suit for appl re Agent Mys. Rly has been requested to make arrangements & submit the same

TSD 4/2

34) A draft G.O. may be put up [illegible] 4/2

33) Dft G.O. is put up.

TSD 4/2

36) Fair Dft [illegible] 4/2

37) Typed dft put up

TSD 5/2

38) Draft G.O. duly approved

(Revised) [illegible] 5/2

Yes [illegible] 6/2

39) case submitted for Government [illegible] 6/2/36 [illegible] 6/2

First Member [illegible] 6/2

NOTE—Contn. Sheet.

[illegible] 6/2

40) Issue [illegible]

10/2

4452.

Law File No. of 1934. General and Revenue Secretariat

To,

The Dr. Shimoga.

Agent, Mys. R

Comptroller

Secl Mys. Rys

C.C. & .

G.O. no. R. 5338-9 dt 12.2.36

Directing the agent, Mys. Rys to satisfy the decree and pointing out that the Fr. Dept should examine in connection with the Dr. Shimoga if any evidence to satisfy the claim for Seigniorage

Copy the following copies have been detached and sent to the P. Dr Shimoga as per Asst Secretary's orders in Law file No. 31-9-34-C (Vide issue Nos. 480, dt. 23-7-37 and 614, dt 2-8-37.)

(1) Judgment

(2) Plaint

(3) Written Statement

(4) Replys.

Civil

Form No. 105

31-34-1

From The District Judge, Shimoga 192

To The Chief Secretary to the Govt of Mysore
Bangalore.

Sir,

I have the honor to forward herewith defendant Summons, in duplicate in O.S. 2 of 1934-35 No. ~~of 192~~, in the file of this Court, and to request, that you will be so good as to cause the duplicate to be served on ~~the individual therein named~~ yourself, and the original returned to this Court with due endorsement of service thereon, on or before the date of hearing. 1-9-1934

~~A sum of Rs. witness batta~~ ~~is herewith sent, being~~

I have the honor to be,

Sir,

Your most obedient servant.

H Veerabasappa
District Judge.

WD 02024—GPB—9,250—16-7-29

shall be accompanied by some person able to answer all such questions, on the 1st day of September 1934, at 11 o'clock in the 1-9-1934 noon, to answer the claim; and as the day fixed for your appearance is appointed for the final disposal of the suit, you must be prepared to produce on that day all the witnesses upon whose evidence and all the documents upon which you intend to rely in support of your defence.

Take notice that, in default of your appearance on the day beforementioned, the suit will be heard and determined in your absence.

Given under my hand and the seal of the Court, this 9th day of August 1934

By order

Madar Khan
Judge Shimoga

Notice.—1. Should you apprehend your witnesses will not attend of their own accord, you can obtain summons from this Court to compel the attendance of any witness and the production of any document, that you have a right to call upon the witness to produce on supplying to the Court and on depositing the necessary expenses.

2. If you admit the claim, you should pay the money into Court together with the costs of the suit, to avoid execution of the decree, which may be against your person or property or both.

WD 01866—GPB—17,500—13-6-28

IN THE COURT OF THE DISTRICT JUDGE, CHIKMAGA.

O.S.No.2/34-35.

PLAINTIFF.		DEFENDANT.
Devaraja Mudaliar	-VS-	1.The Government of Mysore. 2.Agent, Mysore Railways.

Under VII Rule V, C. P. C.

The written statement filed on behalf of defendants 1 and 2.

1. The allegation contained in paras 2, 3 and 4 and 5 of the plaint are true.

2. The plaintiff no doubt made demands for sums alleged in paras 2, 3, 4 and 5 of the plaint, but as he had to pay seigniorage rates for stones quarried from State Forest area within the limits of the District Forest Officer, Bhadravathi, he was indebted to the forest department to the extent of Rs.669-10-0. The District Forest Officer, Bhadravathi sent up a bill claiming this amount to the executive Engineer, Mysore Railways, Hassan, asking him to deduct the said seigniorage charges out of the amounts due to the plaintiff under the final bills, for the works undertaken by him. After the plaintiff was informed by the Executive Engineer of this fact, the plaintiff in his letters dated 7-1-1931 18-1-1931 and 5-2-1931 addressed to the Executive Engineer, ~~Bhadravathi~~ Railways, Hassan District, has agreed that the royalty due to the forest department may be deducted out of the amounts due to him under the final bills and the balance paid to him. In accordance with this agreement the Executive Engineer, Mysore Railways, adjusted Rs.669-10-0 out of the amounts due under the final bills to the plaintiff and this fact was intimated to the plaintiff in the Executive Engineer's letter dated 24-6-1931 and while, at the same time a copy of this letter was addressed...

to the Auditor, Mysore Railways, for necessary adjustment. It is only after this adjustment was effected, that the plaintiff in his letter dated 30-7-1931 ~~xxxxxx~~ ~~xxxxxxxxxxxx~~ repudiated his liability to pay the seigniorage charges which he was not entitled to do. Therefore the Executive Engineer, Hassan, intimated the plaintiff in his letter dated 20/28-8-1931 that the amount having already been adjusted, the Executive Engineer had nothing to do in this matter and also the plaintiff was intimated to approach the District Forest Officer to obtain redress if any, and that action was being taken to refund the earnest money deposited for Kesarahalli bridge work, and as the plaintiff did not approach the District Forest Officer and settle the matter with the latter, the claim preferred by the Forest Department was withheld from the ~~xx~~ plaintiff's final bills.

3. The plaintiff having admitted his liability to pay the seigniorage charges to the Forest Department and having agreed that the same might be deducted out of the amount, due under the final bills, he is not entitled to claim the same and he is further estopped from contesting the validity of the said adjustment.

4. As regards the allegation in para 9 of the plaint they are true, but the Government Advocate has issued a suitable reply to the plaintiff's Advocate Mr.Krishnaprabhu in his letter No.640 dated 18-2-1932 that his claim was not sustainable and that the Department would pay a sum of Rs.100/- on his presenting the receipt granted by the Department. But instead of doing so, the plaintiff has rushed to the court with this untenable & frivolous claim without presenting the receipt as required

5. There is no cause of action for this suit at all as against the defendants and the date of cause of action

given is not correct.

6. The suit is barred by limitation as the plaintiff's remedy to recover the amounts said to be due under the final bills, even if any, became barred by the end of June 1934.

7. The suit is barred under section 3 of Regulation 7 of 1923.

8. The plaintiff is not entitled to any of the reliefs claimed in para 12 of the plaint except Rs.100/- which he would have got by presenting the receipt to the department as advised. The plaintiff is not entitled to recover interest by way of damages or for court cost and notice charges.

Wherefore the defendants pray that the plaintiffs suit may be dismissed with cost.

Chief Secretary to Government.

Chief Secretary to Government.

IN THE COURT OF THE DISTRICT JUDGE, SHIMOGA.

O.S. 2 34-35.

Plaintiff.	Defendant.
M.Devaraja Mudaliar.	Government of Mysore &c.

REPLY STATEMENT.

1. The allegations made in para 2 of the Written Statement that the Plaintiff in his letters dated 7th January 1931, 8th January 1931, and 5th February 1931 has agreed that the Royalty may be deducted out of the amounts due to him under the final bills and that the balance be paid to him is not true There was no such agreement at all made by the plaintiff. All that the Plaintiff has written in his letter dated 7th January 1931 is that if the agreement provided for the collection of seigniorage charges he had no objection to pay it. From the agreement it is clear that he is not bound to pay the charges as otherwise there would have been a special clause inserted in it if the plaintiff had to pay it. In his letter of 18th January 1931 the plaintiff has only stated that if at all he is forced to pay the seigniorage in spite of the absence of an agreement to this effect he would only be held liable not for the full amount as claimed by the Forest Department but only for Rs.173-8-9 i.e., at 0-0-6 pies per cubic yard as per rules of the Public Works Department And he has further stated in this letter that he has given consent for the payment of this amount, considering the dead lock up of the large amounts due to him from a long time. Thus it is quite clear that even this qualified consent is only given by the plaintiff under pressure as it were, pressure and anxiety for the withdrawal of the other heavy amounts withheld payments to this plaintiff. It is false to say that the plaintiff repudiated his liability to pay the Royalty only after the adjustment was effected. The plaintiff has been repudiating his liability even from 8th October 1930 on the ground that the contract agreement does not bind him for payment of the Royalty.

2. In his letter dated 30th July 1931 the plaintiff has clearly stated that the contract agreement does not provide

or the levy of seigniorage charges, that he is not therefore bound to pay the same, that the so called qualified consent was given ~~to~~ by him on account of the dead lock-up of the heavy amounts due to him and that if at all he had to pay, he is to be levied only at the rate of 0-2-0 annas per 100 cubic ~~xxxx~~ feet as per Mysore P.W.D. Accounts Code.

For reasons stated above, the statement of the Defendants that the plaintiff is estopped either to claim the Royalty or to contend the validity of the adjustment will not be legal. There [illegible] question of estoppel at all.

4. So far as this plaintiff remembers he is not aware of reply said to have been issued by the Government advocate

5. The other contentions raised by the Defendants in paras 6, 7 and 8 by their written statement cannot stand and the t brought by the plaintiff is ~~xx~~ in order.

For all the reasons stated in the above paras 1 to 5 e plaintiff prays that a decree be kindly passed against the endants as prayed for in the plaint.

"C O P Y"

In the Hon'ble High Court
of Judicature at Fort William
in Bengal
Ordinary Original Civil Jurisdiction

Suit No. 2
of 1934

Reply Statement

The allegations made in para 2 of the Written Statement in his letters dated 7-1-31, 8-1-31, and 5th Jan 31 has agreed to pay the Royalty may be deducted out of the Amounts due to him for the ground rents and that the balance be paid to him is wrong. There was no such agreement as alleged by the plaintiff in his letter dated 7-1-31 & that the plaintiff has written in his letter dated 7-1-31 & in pursuance of the agreement provided for the collection of Ground Rents he had no objection to pay the Royalty. From the agreement it is clear that he is not bound to pay the charges as otherwise there would have been a special clause inserted in the Agreement to pay it. In his letter of 18-1-31 the plaintiff has only stated that he is forced to pay the Settlement in spite of the absence of any agreement to this effect, he would only be liable to pay for the true Amount as claimed by the Government but only for Rs 173-8-0 i.e. at 0-0-6 per cubic yard as per rules of the public works Department and he has therefore stated in this letter that he has given the Amount Counting [illegible] a long time. This is quite clear that even this payment is only given by the plaintiff under pressure & threat and asking for the withdrawal of the other heavy amounts withheld by him. It is false to say that the plaintiff repudiated his liability to pay the Royalty after the Agreement was effected. The plaintiff has been repudiating his liability even from 8.10.30 on the ground that the Contract Agreement does not bind him for payment of the Royalty.

2 In his letter dated 30.7.31 the plaintiff has clearly stated that the Contract Agreement does not provide for the levy of Betterment Charges, that he is therefore bound to pay the same, that the so called Quantities Amount was known by him on account of the actual loss of the heavy Amounts due to him, and that if at all he had to pay, he is to be levied at the rate of 0-2-0 per cubic foot as per the Public Works Centre

3 For reasons stated above, the Statement of the Defendant that the plaintiff is estopped either to claim the Royalty or to contend the validity of the Agreement has no legal

[illegible]

question of estoppel at all.

4 Section [illegible] this [illegible] remarks [illegible] the case of any reply [illegible] to have been issued [illegible]

5 The other contentions raised by [illegible] in paras 5, 6, 7 & 8 of [illegible] with the Commissioner [illegible] brought by the plaintiff is [illegible]

For all the reasons stated in paras 1 to 5 the plaintiff's [illegible] be [illegible] dismissed [illegible] costs [illegible] of the plaintiff

Copy

[illegible]

Appendix F G–1]

SUBJECT

Diary No. of letter replied to

General and Revenue Secretariat

( )

the 193 .

Date of issue 17/8/34

Signed by

List of enclosures

Copied by 13/8 15/8

Examined by

I

Section Gen

File No. 21-34

Serial No. 2

No. P 929/Gen

To

The Dist. Judge. Shimoga

Sir,

I am directed to return herewith with due endorsement of service thereon ~~duly served by the Police Bailiff~~ the defendant's summons in original in O.S. 4/Sep-35 on the file of your Court (Devaraj Modaliar vs Govindaya) sent with your letter No. XX 176 dated 9.8.34 and to state that the Public Prosecutor Shimoga has been instructed to appear for Government in the case

I have the honor to be,
Sir.
Your most obedient servant,

Gen. Secretary to Government.

13/8 13/8

Appendix F G–1]

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *193*

Date of issue 17/8/34

Signed by

List of enclosures.....

Copied by

Examined by.....

11

Section Law

File No. 31-34

Serial No. 3

No. P 930/Rev.2

To

The Agent Mys. Rys.

Sir,

I am directed to forward herewith copies of the defendant's summons and the plaint in O.S. 1/34-35 on the file of the Dt. Judge, Shimoga (Devarjamadelia vs Govt. Mys.) The case is posted to 1-9-34 and the Public Prosecutor Shimoga has been instructed to appear on that day and take an adjournment to enable necessary orders being obtained in the matter of defending the suit. I am therefore to request you to submit the report required under rule 89 of the Rules for the conduct of the legal affairs of Government together with the connected records within 2 weeks from this date so that necessary instructions may be sent to the Public Prosecutor in time.

I have the honor to be,
Sir,
Your most obedient servant,

Secretary to Government.

Appendix F G–1]

SUBJECT

Diary No. of letter replied to

General and Revenue Secretariat

( )

the *193*

Date of issue 17/8/34

Signed by

List of enclosures

Copied by

Examined by

Section Law

File No. 31-34

Serial No. 4

No. P 931/Emr

To

The Public Prosecutor Shimoga

Sir,

I am directed to forward herewith the duplicate of the defendant's summons and the copy of the plaint in OS 4/34-35 on the file of the Dist. Ct. Shimoga (Devagamadalia vs Govt. of Mys) and to request you to appear for Government in the case on 1.9.34 the date to which it stands posted for hearing and obtain a month's adjournment to enable necessary orders being obtained in the matter of defending the suit Intimation of the adjourned date of hearing may be sent in due course.

I have the honor to be,
Sir,
Your most obedient servant,

Secretary to Government.

TSD 13/8.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 931 Bangalore, Dated, 16th Aug. 1934.

From

The General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Public Prosecutor,.

S H I M O G A.

Sir,

I am directed to forward herewith the duplicate of the defendant's summons and the copy of the plaint in Os.2/34-35 on the file of the District Court, Shimoga (Devaraja Modaliar vs.Government of Mysore) and to request you to appear for Government in the case on 1st September 1934 the date to which it stands posted for hearing and obtain a month's adjournment to enable necessary orders being obtained in the matter of defending the suit. Intimation of the adjourned date of hearing may be sent in due course.

I have the honour to be,
Sir,
Your most obedient servant.

For General Secretary to Govt.

mk.2

In the Court of the District Judge, Shimoga.

Suit No.O.S. 2 of 1934-35.

M.Devaraja Mudaliar Contractor, Bhadrawathi.	-VS-	(1) The Government of Mysore, by Chief Secretary to the Government of Mysore, Bangalore.
Plaintiff		Defendant.

WHEREAS the Plaintiff M.Devaraja Mudaliar has instituted a suit against you for the recovery of the amount mentioned in the plaint copy, you are hereby summoned to appear in this Court in person or by a pleader duly instructed, and able to answer all material, questions relating to the suit, or who shall be accompanied by some person able to answer all such questions, on the 1st day of September 1934, at 11 O'clock in the 1.9.1934 noon, to answer the claim; and as the day fixed for your appearance is appointed for the final disposal of the suit, you must be prepared to produce on that day all the witnesses upon whose evidence and all the documents upon which you intend to rely in support of your defence.

Take notice that, in default of your appearance on the day beforementioned, the suit will be heard and determined in your absence.

Given under my hand and the seal of the Court, this 9th day of August 1934.

By Order,

Sd/- ...
Sheristedar.

"Copy"

for General Secretary to Government.

K.M.R.2.

In the Court of the District Judge, Shimoga,
O.S. No.2 of 1934-35.

Plaintiff:- M. Devaraja Mudaliar bin Murgesha Mudaliar, age 43, years Mudaliar caste, occupation, Contractor, and land holder, Bhadravati.

-VS-

Defendants:- 1.The Government of Mysore by the Secretary to Government of Mysore, Bangalore.

2.The Agent, Mysore Railways, Mysore.

Under Order 7 Rule 1 C.P.C. the plaintiff begs to state as follows :-

1. The address of the plaintiff for service of summons. etc., is M.Devaraja Mudaliar, Contractor and Land-holder, Bhadravati.

2. The plaintiff entered into a contract with the 2nd defendant for the construction of Keshrahalla Bridge as per agreement a copy of which is herewith filed. The plaintiff performed his part of the contract but the 2nd defendant paid all but Rs.319-10-0 but of the amount due under the final bill for the said work.

3. The plaintiff again entered into a contract with the 2nd defendant on 24.1.1929 for the collection of stone quartly as specified in the agreement copy of which has also been filed herewith. The plaintiff deposited a sum of Rs.250/- by way of earnest money which had to be returned to the plaintiff on the completion of the contract

4. The plaintiff performed this part of the contract and claimed payment for the works done by him as well as return of earnest money. The amounts due to the plaintiff on account of the works undertaken by him had to be paid to him by the end of June 1931 since the time given --

given originally had been extended till then.

5. The plaintiff submits that he has not been paid the sums of 100/- due under the contract for the collection of ballast and Rs.250/- the earnest money referred to in para 3 above.

6. The plaintiff demanded the payments of the sums so due and was awaiting payment bgt he was intimated by the letter dated 28th July 1931 which was received by the plaintiff on 31.7.1931 that the sum due to the plaintiff would be adjusted towards the amount said to be due from plaintiff to the Forest Department The plaintiff in reply submitted that no amount was due by him to the Forest Department and that payment may be arranged at an early date.

7. In spite of several requests the plaintiff was not paid but was finally intimated by letter dated 28th August filed herewith that the amount was adjusted towards the amount of seigneroráge charges alleged to be due for metal collected as per second contract mentioned in para 3 of the plaint.

8. The plaintiff submits that as no such amounts were due from him the 2nd defendant could not adjust the dues but the same has to be paid to him (plaintiff).

9. A notice was therefore issued to the defendants in forming them that the said adjustment was not legal and that a suit would be filed in the event of non-payment The said notices have been served on both the defendants as required by section 80 C.P.C. Acknowledgements due herewith filed. Cause of action for this suit arose on

on 24/28-8-1931 when the 2nd defendant finally intimated to plaintiff that the amount was adjusted. This Honourable Court has jurisdiction as the entire work was done with in this jurisdiction (at places section B Tarikere to Bhadravati Miles 16 to 27) and as payments were to be made to plaintiff at Bhadravati.

11. The value of suit for purposes of jurisdiction is Rs.912-2-0 and court fee of Rs.92-0-0 is herewith paid.

12. The plaintiff therefore prays for a decree to be passed against defendants (a) for payment to plaintiff of Rs.912-2-0 made up as follows :-

(1) Rs.319-10-0 withheld in the final bill for Kesrahalla Bridge.

(2) Rs.250- 0-0 in deposits as earnest money,

(3) Rs.100- 0-0 Ballast collection for Rerailing work.

Rs. 669-10-0

plus interest at 12% by way of damages from 28.7.1931 i.e. Rs.240-0-0 plus notice charges 2-8-0 in all Rs.912-2-0.

(b) for court costs.

(c) and for interest from this date till the date of realisation.

(d) and for such other reliefs that this Honourable Court may deem fit to grant.

"Copy"

For General Secretary to Government.

TSD

K.R.R.2/16.8.34.

MYSORE RAILWAYS

All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE not by NAME

By express post

AGENT'S OFFICE,

Mysore, 31st. August, 1934.

No. 1965 /Fl.

Enc. (2 files Nos.5/6 of 31-32 & 30-31 ~~1 copy of~~ letter, plaint copy and duplicate summons acknowledged.

1326 P 34

Recd 31-34-5

GENERAL DEPARTMENT 1 SEP

From

THE AGENT,

Mysore Railways,

MYSORE.

To

The Secretary
to the Government of His Highness the Maharaja of
Mysore.General Department,Bangalore.

Sir,

O.S.No.2/34-35 on the file of the District Judge, Shimoga, Devaraja Mudaliar, Vs. Govt. of Mysore.

With reference to your letter No.P.930/Law.31-34-3 dated 15th/17th August,1934,forwarding copies of the defendant's summons and the plaint in O.S.No.2/34-35 on the file of the District Judge,Shimoga, (Devaraja Mudaliar, Vs.Govt.of Mysore),I have the honour to forward herewith a copy of the Superintendent Way and Works' letter No.1691 dated the 30th August,1934,offering his remarks against each para, of the plaint together with the duplicate summons and plaint copy and the two files of papers of the Executive Engineer's Office for favour of issuing necessary instructions to the Public Prosecutor,Shimoga.

I have the honour to be,
sir,
Your most obedient servant.

Agent.

MSAB.

31/8/34.

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

Read:—

Letter No. XX 176/3 dated the 9th August 1934 from the District Judge, Shimoga, forwarding defendant's summons in O.S.2 of 1934-35 on the file of his Court (Devaraja Mudaliar Vs. Government of Mysore)- suit relating to the contract of collecting ballast on Birur-Shimoga Section.

2. Letter No. 1965 dated the 31st August 1934 from the Agent Mysore Railways, forwarding a copy of the letter together with the connected records relating to the case ~~xxxxxxx~~ received from the Superintendent Way and Works for issuing necessary instructions to the Public Prosecutor Shimoga.

Order No. P 1278- 8, Law: 31-34-6

Dated, Bangalore, the 6th September 1934.

Sanction is accorded to the defence of the above suit. The Public Prosecutor, Shimoga, is requested to take necessary action in accordance with the rules for the legal affairs of Government to prepare and submit in time the written statement to be filed in the case.

pm

for General Secretary to Government.

To

The Public Prosecutor, Shimoga, with records & Law 105-32(13)-7
The Agent, Mysore Railways. " 102-31(1-4)
The Comptroller to Government. Pay Dept & Collection-3
The Secretary to Government, Mysore Railways.

C.R.G.5

G. R. S. App. F VI—(G 2)

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *193*

Date of issue 7/9/ 1934

Signed by Sec N.R.J.A

May this be—

(i) printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette, English part ?

(iv) translated ?

(v) placed at the disposal of the press ?

(vi) published in the Gazette, kannada part ?

Section Law

File No. 31-34

Serial No. 6

Proceedings of the Government of His Highness the Maharaja of Mysore.

Read— Letter no. xx 176/3 d 9.8.34 from the Dist. Judge Shimoga forwarding defendant's summons in O.S. no. xx on the file of his Court (Devaraja Modaliar vs Sri ...) Suit relating to the Contract of Collecting ballast on Bins Shimoga Sec... Order thereon. No

2. Letter no. 1965 d 31.8.34 from the Agent Mysore Rys forwarding a copy of the letter together with the Connected records relating to the Case received from the Supdt. Way & Works for issuing necessary instructions to the Dist. Shimoga

order: No. P. 1278-81

Sanction is accorded to the defence of the above suit. The Pbr. Shimoga is required to take necessary action in accordance with the rules for the legal affairs of Govt. to prepare in time the written statement to be filed in the Case

ISD 3/9 Govt Secy

To

The Pbr. Shimoga with records

Agent Mys. Bgs

Comptroller to Govt

Secy to Govt. Mys. Bgs.

List of Enclosure

Copied by

Examined by

WD 0254—GPB—10,000—22-8-32

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 1312-Gen

Bangalore, Dated, 8th September 1934.

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Public Prosecutor,
Shimoga.

Sir,

O.S. 2/34-35 on the file of the District Judge, Shimoga (Devaraja Mudaliar Vs. Government of Mysore)

I am directed to return herewith duly signed by the Chief Secretary the vakalat sent with your letter No. 57 dated 5th September 1934 in the above case.

I have the honor to be,
Sir,
Your most obedient servant,

For General Secretary to Government.

TRM.2

Appendix F G—1]

SUBJECT .....

.....

.....

Diary No. of letter replied to ....

General and Revenue Secretariat

( )

the *193*

Date of issue 8/9/34

Signed by N.R.I.R

Section

File No.

Serial No.

No. P 1312

To

The P.Br. Shimoga

O.S. 1 sues on the file re Dr. Judge Shimoga (Devaraja modalia vs Jayaraja)

Sir,

With reference to your letter no. 89 dated 5.9.34 I am directed to return herewith duly signed by the Ch. Secy the Vakalat sent with your letter No 57 dated 5.9.34 in the above case.

List of enclosures .....

Copied by .....

Examined by .....

I have the honor to be Sir Your obedient servant

for Gen Secy

Immediate 1399/34
P 34

WD 546—GP —50,000—4-9-28

From 192 The Public Prosecutor Shimoga Dt

To General Secretary to the Govt of Mysore Bangalore

Dated

Despatched 5-9-1934

Received

General No. 57
No.

Enclosure No. 1

Sir - Subject :- O.S. No. 34-3 on the file of this court - [Dwaraja Hadlina vs Govt of Mysore

With reference to your (court) No. P 931/Leg 31-34-4 dt 17th Aug 1934 I have the honour to state that I have appeared for the Govt in the above case on the initial - and moved for adjournment the case has been adjourned to 11th inst for filing vakalat and defence

I therefore submit - a vakalat form duly filled up and request you

GENERAL 6 SEP. 1934

mpl 6/9/34

This may be submitted to the Hon'ble Sec? for favour of signature of the Vakalat. Date of Hg 11.9.34.

ISD 7/9.

CHIEF SECRETARY 7 SEP. 1934

mpl 7.9.34

TYPING 10.40 A.M. 8 SEP. 1934 GENL. & REV. SECTT.

7/9

DJP returning pursuant

ISD 8/9

mpl 8/9

Issue Cover 8/9

Sec A Branch U.S.O. 11/9/34 Issued vide P. 1312 dt 8.9.34.

to Kindly get it signed before the Chief Secretary and send the same to me so as to reach this office one or before the next hearing date

I have the honor to be
Sir
your most obedient
Servant
S. Krishna Rao
Public Prosecutor

WD 0551—GPB—2,000

192

From public prosecutor
Shimoga-Division
Shimoga

GENERAL SECRET
14 SEP. 193

To The General Secretary
Bangalore

Despatched, 13th Sept 34

Received

General No. 67 / 13th Sept 34
No.

Enclosure No.

Sir

Subject O.S 2/34-35 on the file of District Judge [Devaraja Modaliar Vs Government of Mysore]

The above case came up for hearing this day and I represented the Government. The case stands adjourned to 11-10-34 for filing the defence

S. A. W.S.H. accepted

on receipt of the Government order sanctioning the
prosecution and will prepare the draft within a fortnight
after going through the records. The draft of the defence
will be submitted by me in due course for the approval of the Government.

I have the honour to be

Sir,

Your most obedient servant

B. Krishna Rao

public prosecutor

11-9-1934

Law 31-34-7

Immediate 2216 /34

—GPB—

19

From The public prosecutor,
Shimoga division
Shimoga

To The General Secretary to the Govt.
of His Highness the Maharaja
of Mysore
Bangalore

Dated 15-10-34

Despatched 15-10-34

Received

General No. 83
No. 15-10-34

Enclosure No. 7

GENERAL SECRETARIAT
17 OCT. 1934

Records said to have been sent have not been received)

Sir, Subject:- O S 2/34-35 — on the file of the District Judge, Shimoga. Edavara Boddaiah vs. 1) Govt of Mysore 2) Agent, Mysore Railways.

The above suit was for hearing on 12-10-34 for filing the defence and the same could not be filed as the draft has not got approved by home the Government. Moreover the Agent of Mysore Railways who is the second defendant in the case has been treated exparte as I have not been asked by him to appear for him and to contest the suit on his behalf.

I have prepared the draft of a joint written Statement to be filed on their behalf and have sent the same to you for the approval of the Govt. also

with file of records received by me. The written statement in the approved form may be kindly got type-written with the prescribed margins, duly signed and verified by the Chief Secretary and the Agent, Mysore Railways and sent to me on or before the next hearing date which is 8-11-1934

I have herewith sent a vakalat-form for the signature of the Agent, Mysore Railways and the latter may be kindly be asked to send the same to me after signing it duly. The enclosed records may be sent after perusal—

I have the honour to be
Sir,
Your most obedient Servant,
S. Krishna Rao
public-prosecutor
Shimoga
15-10-34

In the court of the District Judge
Shimoga.
O.S. No 2/34-35

Pltf
Devaraja Modaliar vs.

Deft
1. The Govt of Mysore
2. Agent. Mysore Railways

Under O4 Rule 5 C.P.C

The written statement filed on behalf of deffendants 1 and 2.

1. The allegation contained in paras 2, 3 and 4 and 5 of the plaint are true.

2 The plaintiff no doubt made demands for sums alleged in paras 2, 3, 4 and 5 of the plaint, but as he had to pay Seigniorage rates for stones quarried from the State forest area within the limits of the District Forest Officer, Bhadravathi, he was indebted to the forest department to the extent of Rs 669-10-0 The District Forest Officer, Bhadravathi sent up a bill claiming this amount to the Executive Engineer, Mysore Railways, Hassan, asking him to deduct the said Seignio-rage charges out of the amounts

due to the plaintiff under the final bills, for the works undertaken by him. After the plaintiff was informed by the Executive Engineer of this fact, the plaintiff in his letters dated 7-1-1931, 18-1-1931 & 2-31, addressed to the Executive Engineer, Railways Hassan District has agreed that the royalty due to the forest department may be deducted out of the amounts due to him under the final bills and the balance paid to him. ~~As per~~ In accordance with this agreement, the Executive Engineer, Mysore Railways adjusted Rs 669-10-0 out of the amounts due under the final bills to the plaintiff and this fact was ~~intimated~~ ~~communicated~~ to the plaintiff in the Executive Engineer's letter dated 24-6-31 and while, at the same time a copy of this letter was addressed to the Director, Mysore Railways for necessary adjustment. It is only after this adjustment was effected, that the plaintiff in his letter dated 30-7-31 repudiated his liability to pay the seignorage charges which he was not entitled to do. Therefore the Executive Engineer Hassan intimated the plaintiff in his letter dated $\frac{20}{28}$-8-31, that the amount having already been adjusted, the Executive Engineer

had nothing to do in this matter and also the plaintiff was intimated to approach the District Forest Officer to obtain refund if any, and that action was being taken to refund the earnest money deposited for Kesarahalli bridge work, and as the plaintiff did not approach the District Forest Officer and settled the matter with the latter, the claim preferred by the Forest department was withheld from the plaintiff's final bills.

3. The plaintiff having admitted his liability to pay the seigniorage charges to the Forest department and having agreed that the same might be deducted out of the amount due under the final Bills, he is not entitled to claim the same and he is further estopped from contending the validity of the said adjustment.

4. As regards the allegation in para 9 of the plaint, they are true, but the Government had to create had issued a suitable reply, to the plaintiff's Advocate Mr. Krishna Prabhu in his letter No. 6410 dated 18-2-1932 that his claim was not sustainable and that the department would pay a sum of Rs 100-00 on his presenting the receipt granted by the department. But instead of doing so, the plaintiff has moved to the Court, with this —

unlinable and frivolous claim with
out presenting the receipt as required

5. There is no cause of action for the
suit at all as against the defendants
and the date of cause of action given
is not correct.

6. The suit is barred by the limi-
tation as the plaintiff's remedy to re-
cover the amounts said to be due under
the final bills, even if any, became
barred by the end of June 1934.

7. The suit is barred under S. 3.
of Regulation 7 of 1923.

8. The plaintiff is not entitled
to any of the reliefs claimed in para 12
of the plaint except Rs 100-0-0 which
he would have got by presenting the
receipt to the department as advised.
The plaintiff is not entitled to recover
interest by way of damages or for
court cost and notice charges.

Wherefore the defendants
pray that the plaintiff's suit may
be dismissed with cost.

"Draft."

S. Krishna Rao
Government pleader and
Advocate for Defts.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 2056 Exam Records (Law 102-31 (1-4) (Law 105-32 (1-3) Dated, Bangalore, 30th October 1934.

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Public Prosecutor,

Shimoga.

Sir,

O.S.2/34-35 on the file of the District Judge, Shimoga.

(Devaraja Modaliar Vs:- Government.)

With reference to your letter No.83 dated 15th October 1934, I am directed to state that the written statement duly signed by the Chief Secretary as well as the Vakalat sent with your letter have been forwarded to the Agent, Mysore Railways for his signature. He has been also requested to send them to you so as to reach you before the 5th November 1934. The records sent with your letter are herewith returned.

I have the honour to be,

Sir,

Your most obedient servant,

for General Secretary to Government.

ISD

bnl.2

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 2057 Enl 3

Dated, Bangalore 30th October 1934.

31

From

The General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Agent,

Mysore Railways.

Sir,

In continuation of G.O.No.P.1278-81/Law.31-34-6 sanctioning the defence of the suit O.S.2 of 34-35 on the file of the - District Judge, Shimoga, (Devaraj Modaliar Vs:- Government and Agent Mysore Railways), I am directed to forward herewith the copy of the Public Prosecutor's letter No.83 dated 15th October 1934 and to request you to affix your signature to the accompanying written statement and vakalat at the places indicated therein and to return ~~of~~ the same to the Public Prosecutor, Shimoga, so as to reach him before the 5th November 1934, the date fixed for filing the same.

I have the honour to be,

Sir,

Your most obedient servant,

for General Secretary to Government.

bnl.2

Appendix F.G—1]

SUBJECT .....

.....

.....

Diary No. of letter replied to .....

General and Revenue Secretariat

the *193*

Date of issue 31/10/34

Signed by [illegible]

List of enclosures .....

Copied by .....

Examined by.....

Section Law

File No. 31/34

Serial No. 8

No. P2056/Esc Records

To

The P.Sr. Shimoga

Os r/ms on re file of

re Dr. Judge. Shimoga

(Devaraja modelia vs Govt)

Sir,

With reference to

Your letter no. Os dt 15-10-34.

I am directed to State

that the written statement

finally signed by re Ch. Sec'

as well as the Vakalat

the written statement to be file

sent with your letter have been forwarde

in re above case. The Vakalat

to the Agent, Please rep. for his signature

He has been also requested. I have ex

to send them to you so

as to reach you

ISD 29/10 before the 3rd for Ch. Sec

5th NOV 1934

The records sent with your letter are

herewith returned

3rd W

PTO

WD 01956—GPB—22,500—12-6-34

Lacc 31-34-8

No P 2057/5 ... 3 ... 31/10/34

~~The Agents~~ The agent

~~Mysore~~ Mysore Rly.

Sir,

In continuation of G.O No PWD 8-8 Lacc 31-34-6 sanctioning the defence of the suit O.S 2 of 34-35 on the file of the ~~District~~ Munsiff Shimoga (Devasamudra vs Govt & Agent Mysore Rly)

I am directed to forward herewith ~~the~~ a written statement ~~for~~ ~~forwarding~~ ~~signature~~ and vakalat ~~for~~ ~~signature~~ at the place indicated therein. ~~and for~~ and to return the same to the Public Prosecutor Shimoga, so as to reach him before the 5th Nov 1934, the date fixed for filing the same.

Have the ... to the P.P. Shimoga with reference to his letter No 83 dated 15-10-34

The copy of the P.P's letter No: 83 dated 15-10-34 and ~~the~~ to request you to affix your signature to the accompanying

F 289-O.P

OFFICE OF THE PUBLIC PROSECUTOR
Shimoga DIVISION,
DISTRICT OFFICE BUILDINGS.

No. 178

Enc.

Dated 31-8/- October 1935
8 NOV

FROM
The Public Prosecutor,
11 NOV. 1935 Shimoga Division,
Shimoga

Law 31-34-10

To
The General Secretary to the Government of
His Highness The Maharaja of Mysore
Law Section Bangalore

SIR,

Subject :— O.S. No. 2/34-5 (Devaraja Hodaliar & Government of Mysore & another) on the file of the District Judge, Shimoga.
Judgement & decree

I have the honor to state that the above case has been ~~adjourned~~ ~~to~~ passed decreeing the plaintiff's suit ~~as the~~ with Cost.

Copy of Judgement to be submitted as soon it Received from Court

I have the honor to be,
Sir,
Your most obedient servant,

B. Krishna Rao
Public Prosecutor.

WD 01551—GPB—900—5-5-32

In the Court of the District Judge, Shimoga.

O.S. No. 2 / 84-85

Plaintiff:- Devaraja Hosaliar

vs

Defts :- 1 Govt of Mysore 2. Agent, Mys. Railways.

Draft Issues:—

1 Is the plaintiff not liable to pay the Seigniorage charges claimed by the Forest department for the ballast stones collected by him from the forest-area

2. Did the plaintiff Consent to pay the said charges under pressure & is he liable to pay only at 2 annas per 100 cubic feet.

3. Is not the plaintiff estopped from claiming the said charges or Royalty amount and from Contending the validity of the adjustment made with Edgard & the same

4. Is there any cause of action for this suit

5— Is the suit in time

6. Whether the suit is maintainable under Section 3 of Regulation 7 of 1923.

7. To what relief is the plaintiff entitled.

"Copy"

Public Prosecutor

4607 c/4
& P 3/4

No. 223

Enc. nil

OFFICE OF THE PUBLIC PROSECUTOR,
Shimoga DIVISION,
DISTRICT OFFICE BUILDINGS.

Dated 17th January *1935.*

FROM

The Public Prosecutor,
Shimoga *Division,*
Shimoga.

To

The General Secretary to the Government
of His Highness the Maharaja of Mysore
Law Section Bangalore

SIR,

Subject :— O.S.No 2 of 1934-35
Devaraj a Kodaliar & Govt of Mysore
on the file of the District Judge. Shimoga

I have the honor to state that the above case has been adjourned to 8th July 1935 for Evidence (documents to be filed within one month) after issued & returned

1.B Draft issues filed & settled
Copy is submitted for perusal

I have the honor to be,
Sir,
Your most obedient servant,

Public Prosecutor.

WD 01551—GPB—900—5-5-32

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 3299

Dated, Bangalore, 18/11/ 193 5

From

M. Venkatesa Iyengar, Esquire, M.A.,
General Secretary to the Government of His Highness the Maharaja of Mysore.

To

B. Krishna Rao, Esquire, B.A., B.L.,
Public Prosecutor, Shimoga Division, Shimoga.

Sir,

O.S. No. 2 of 1934-35 on the file of the District Judge, Shimoga Division (Davaraju Mudaliar Vs. Government of Mysore).

With reference to your letter No. 178 dated the 9th November 1935 intimating that the above case has been decreed with costs, I am directed to request that a copy of the judgment and decree may be kindly obtained and sent for information of Government early.

Your opinion whether there is any case for appeal together with information as to the last day for filing it has also to be furnished in time.

I have the honor to be,
S i r ,
Your most obedient servant,

For General Secretary to Government.

P.H.

Appendix F G—1]

SUBJECT.....

.....

.....

iary No. of letter replied to.....

General and Revenue Secretariat

( )

the *193* .

Date of issue 18/11/35

Signed by Mr N.R.J.R

List of enclosures.....

Copied by .....

together with information as to the last date for filing it

Examined by.....

Section Law

File No. 31-34

Serial No. 11

No. P-3299/

To

The Dr. Shimoga

OS. 1/1935 on the file of the Dr. Judge. Shimoga

(Devaraja Modaliar vs Gangaiya)

Sir,

With reference to your letter no. 178 d 9.11.35 intimating that the above Case has been decided with Costs. I am directed to request that a Copy of the Judgment and decree may kindly be obtained and sent for information at your early

convenience. Your opinion whether an appeal has in any Case (or appeal) may also be furnished in time along with it

WD 03601—GPB—30,000—23-9-35

Pde I have seen
13/11 Jun gen Secy

acr 31-34 ~~GPB~~ 72 P

From The Public Prosecutor
Shimoga Dt.

To The General Secretary
to
Govt of H. H.
The Maharaja of
Mysore
Bangalore

Dated 22-12-35

Despatched 23-12-35

Received 26 DEC. 1935

General No.

No. 268

Copies of decree &
Enclosure No. 5 files.

Sir — Subject :— O.S. 2
34-35
on the file of Dy
Judge Shimoga
L. Dwaraja Rudhiar
Govt of Mysore
Ws in — Reference to
your letter No. ~~18-11-1935~~
P 3299 Law 31-34-11
Dt 18-11-1935 — I have the
honor to forward a
copy of the decree
and judgment-debtor
from the court.
There is no point
of limitation in the
case since the plaintiff
admits ~~under~~ in his
plaint further that
the amount due to
him was payable
to him by the end of
June 1931. Hence as
there was default in
payment — which fact
[illegible] by the Executor

letter dt 24-6-1931 which is withheld as
the case to which clearly informed the plaintiff
that the amount would be adjusted
towards seignorage charges. This was
was a cause of action for the plaintiff
to go to the court as soon as the
said letter was received by him
& since he failed to appreciate the
cover for more than 3 years from
the July 1931, the suit is apparently
barred by limitation from the allegations
appeared in the plaint itself. I am
unable to agree with the learned
trial Judge's finding on this point.
There is again another as to which
the plaintiff agreed for the payment
of seignorage charges under protest
the learned trial has found against
was under influence which was
not denied in the Reply
Statement and also coercion. This
is a debatable point whether the
allegations made in the Reply Statement
& also in the plaintiff's evidence
amount to coercion as defined
in the Contract Act. I am of opinion
that there are points for to be considered
by the appellate court and the
Court's decision is opinion may be
obtained in the matter. There
is time for filing the appeal before
the end of January.

The original copies of plaint
written statement & Reply Statement
are also sent herewith. Kindly acknowledge
receipt of the same. I have the honour to be
Sir
your most obedient
servant
K. Thomas Rao
Public Prosecutor
22-12-1935

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P.6895

Dated, Bangalore, 7th January 1936.

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Public Prosecutor,
Shimoga.

Sir,

O.S.2/34-35 on the file of the District Judge, Shimoga (Devaraja Mudaliar Vs. Government)

With reference to your letter No. 268 dated 23rd December 1935 forwarding certified copies of the Judgment and decree in the above case, I am directed to request that copies of the depositions of witnesses and of the exhibits filed in the case together with connected records may kindly be sent immediately for orders of Government.

I have the honor to be,
Sir,
Your most obedient servant,

For General Secretary to Govt.

C.R.-2

Appendix F G—1]

SUBJECT.....

.....

.....

Immediate

Section Law

File No.

Serial No.

Diary No. of letter replied to..... .....

No. P. 4399

To

The Dist. Shimoga

O.S. 2/3455 on the file of the

Dr. Judge. Shimoga

(Devaraj's malelia vs Govt)

Sir,

With reference to your

letter no. 1105 dt 25-11-35 forwarding

certified copies of the Judgt and decree

in the above Case I am directed

to request that Copies of the

depositions of witness and of the

exhibits filed in the Case together

with Connected records may kindly

be sent immediately for orders of

Govt.

I have etc

Dr Gen Secy

General and Revenue Secretariat

( )

the *193*

Date of issue 7.1.36

Signed by M. C. S. Iyer

List of enclosures.....

opied by .....

xamined by.....

WD 03601—GPB—30,000—23-9-35

157

7/1

4452 Urgent

Law 31-84-13 —GPB—

19

From

The Public Prosecutor
Shimoga Division
Shimoga.

To

The General Secretary to the
Government of Mysore,
Law Sect. Bangalore

Dated 18-1-36

Despatched 19-1-36

Received 20 JAN. 1936

General No.
No. 286

Ex. I to IV
Ex. A to F

Enclosure No. Depositions of P.W
1 to 4.

Sir,

Law

Subject:- O.S. No. 2/34-35 [Devaraja Modaliar Vs Govt. of Mysore] on the file of the District Judge, Shimoga.

With reference to your letter No. P. 4399 dated 7-1-36 and subsequent Reminder. I have the honour to forward herewith the copies of depositions of witnesses and of the Exhibits filed in the above case and to state that the two files of the Executive Engineers office Hassan, sent to me with your

your letter No. P 1278-81/Law 31-46 dated 6/7-9-34 have been sent to the Agent, Mysore Railways, Mysore with my letter No. 220 dated 30-11-35/2-12-35 as per his letter No. 3685 FC 39/4 dated 9-11-35 and the rest of the Records have already submitted to you with my letter No. 268 dated 23-12-35 together with the copies of decree and Judgement.

"Exhibits C and IV indicate that plaintiff had definite information before the end of June 1931 That his dues have been adjusted towards Forest dues and ~~he~~ Do ~~he~~ he should have filed his Suit with in the end of June 1934. Hence the Suit is barred by limitation

I have the honour to be
Sir,
Your most obedient Servant.

B. Krishna Rao
Public Prosecutor
Shimoga Division

Proceedings of the Govt. of H.H.
the Maharaja of Mysore.

R e a d:-

G.O.No.I.1278-81 Law 31-34-6 dated 6th September 1934 sanctioning the defence of the Suit O.S.2/34-35 on the file of the District Court, Shimoga (Devaraja Mudaliar Vs. Government of Mysore)-suit relating to the contract of collecting ballast on Birur-Shimoga Section.

2. Correspondence ending with the letter No. 268 dated 22nd December 1935 from the Public Prosecutor Shimoga intimatin that the above suit has been decreed with costs and forwarding the certified copies of Judgment and decree and pointing out that there are some points fit to be considered by the appellate court if the case is taken in appeal.

****

O R D E R No. PS 335-9/Law 31-34-74
Encls 4 sheets to Agent Mys. Rys.
Dated Bangalore 12-2-1936.

Government are advised that this is not a fit case for appeal. The Agent Mysore Railways will therefore take early action to satisfy the decree passed. The case does not seem to have been properly handled on behalf of Government in the District Court Shimoga as no one was examined ~~on the side of Government~~ to establish the liability of the plaintiff to pay the seigniorage of Rs.669-10-0 claimed. The District Judge had therefore to have left this question open for

for settlement in a separate suit. ~~Government therefore direct~~ The Forest Department should immediately examine in consultation with the Public Prosecutor, Shimoga, if there is sufficient tangible evidence to establish the claim for seignorage fees in this case and make an early report ~~to Government may be made~~ so that further action to file a suit in the matter may be considered ~~and orders passed~~.

6/2

By order, 7/2 General Secretary to Govt. TSD 9/2

To

The Public Prosecutor, Shimoga.

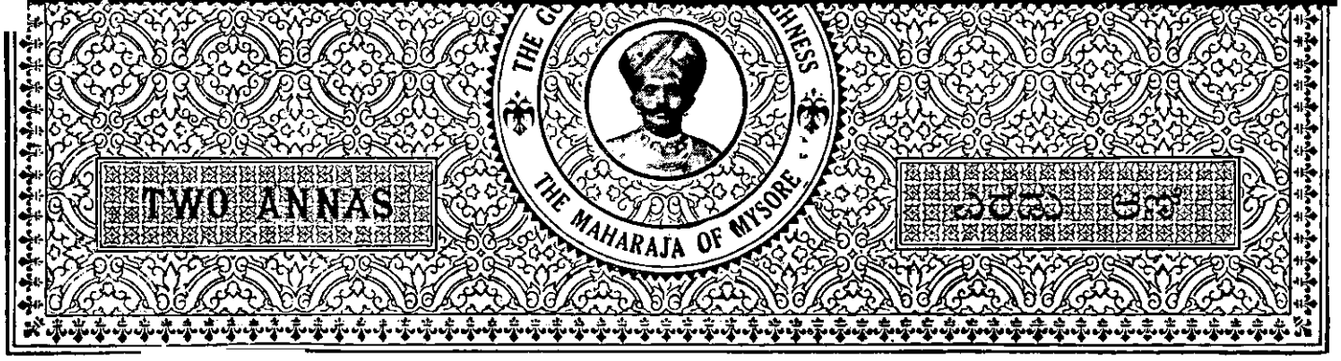
The Agent Mysore Railways with a certified copy of the decree.

The Comptroller to Govt. ~~through the Secretary~~

The Secretary, Mysore Railways.

The Chief Conservator of Forests.

c.



In the court of the District Judge Shimoga Division at Shimoga.-

Original Suit Number 2 of 1934-35

Plaintiff M. Devaraja Modaliar

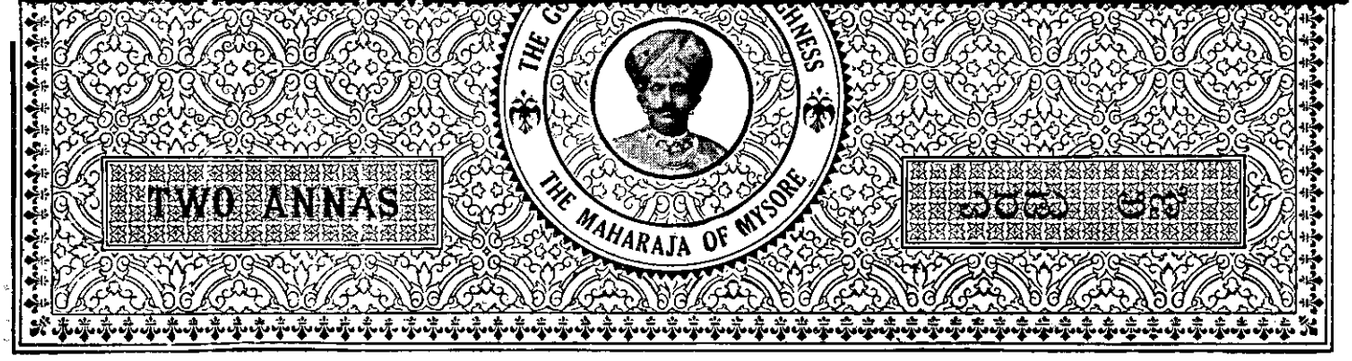
vs

Defendants. The Government of Mysore and another.

List of documents admitted in evidence for the Plaintiff

Exhibit		Date of admission.
A	Agreement dated 1.10.29 entered into by the Plaintiff with the Railway Department for the Contract relating to the Kesarahalla bridge Construction	19.10.35
B	Agreement dated 24.1.1929 entered into by the Plaintiff with the Railway Department for the Contract relating to	

DISTR. DY. JUDGE SHIMOGA



to the Ballast Collector. 19.10.35

Exhibit C. Letter dated $\frac{24^{th}}{25}$ June 1931 received from the Executive Engineer, Mysore Railways, Hassan, to the plaintiff stating that the amount due to the Plaintiff is kept in deposit and requesting the plaintiff to settle with the District Forest Officer Khadavati regarding the Royalty Claimed by the latter 19.10.35.

" D. Letter dated $\frac{24}{28}$/8/1931 addressed to the plaintiff by the Executive Engineer Mysore Railways, Hassan, informing the plaintiff that the amount has been adjusted. 19.10.35

Exhibit E. Copy of letter dated 28.7.31 written by the Executive Engineer Kyasare Railways, Hassan, showing the adjustments to be made, forwarded to the plaintiff for information .. 19.10.35.

" F. Bill number 645 dated 7.1.1935 of B.H. Road produced by plaintiffs witness 3 (Clerk of the Executive Engineers office, Kadur) to show that a Royalty of two annas per 100 Cubic feet has been Collected from the Amount due to the Contractor under the bill 19.10.1935.

For the defendants :-

" I Letter dated 30.7.1931 issued

issued to the Executive

Engineer, Mysore Railways, Hassan

issued by registered post 19.10.35.

Ext II Notice Dated 2.2.1933

issued by the Plaintiff's

lawyer to the first defendant 19.10.35

III Plaintiff's letter Dated 7.1.31

to the Executive Engineer

Mysore Railways, Hassan. — do —

IV Do — do 18.1.31 do — do.

V Do — do 5.2.1931 do. do.

Sd/- S.R.R.

District Judge

Shimoga Dt.

List of witnesses examined in the case: for the Plff.

(1) Vali Mahamed. (2) Devaraja Modaliar (Plff)

(3) Hanmantha Setty (4) Thimmaboyi.

For defendants:

Nil. Sd/- S.R.R.

District Judge

True Copy

H.Q. Asst

Dist Court

CRR
CA 820

By Mr. B. Krishnarao
Govt. Pleader Chemmai

Copy applied for on the	Applicant told to appear on the	Applicant appeared on the	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
5/11/35	C. Sheets by 15/11/35	Sheets on 7-11-35 8-11-35 11-11-35	Told to appear on 23/11	Appeared 23/11/35

Copy ready on the	Copy delivered on the	Copied by	Examined by
23/11/35	23/11/35		

In the court of the District judge Shimoga.

Original Suit number 2 of 1934—35.

Exhibit F filed by Pw 3. on 19-10-35.

Proved by Pw 3 In case number OS 2/34-35

on 19-10-35. Sdy S.R.R.
District judge.

Mysore Pw Serial No. 23A Half Sheet.

C
check and Submit
9d/
26-12-
34
336/
5-1-35

Duplicate.
Triplicate.
Not Payable at Treasury.

Bill Received
No. 645.
Dated 7-1-35.

Division: Kadur. Sub Division No: 2

Number in the Register of Bills received

Passed bill No..... dated..... 193.

Contract Certificate No 5 ... dated 25-12-1934

Schedule Docket No ... Name of work

A.'R. of B.H. Road

Name of Contractor: Mr. Tukkoji

Memorandum of Payment

Total value of work done	633	5 0

633 - 5-

Amount to be held in reserve being ..... per cent Rupees

Deduct Payments:-

Amount of Previous payment as in passed bill No 5-34-12 dated 5-12-1934	375	7	0
Sch. Dt No.			
Amount of contract certificate paid from permanent advance not yet recouped			
Payments now made: Amount of cash advances adjusted			
Recovery of value of Stock T.&P. Supplied			
Amount paid on this bill			
Total. -	375	7	
Unpaid balance of value of work done held in reserve	257	14	
Deduct Cash advances made on bill No. ... dated ... less adjustments			
Net due to or from contractor			

Unadjusted items:-

Advances for contractors' materials as detailed within			
value of Government materials supplied			
Total			
Net unadjusted			

Received the sum of Rs (in words).

Receipt Stamp. Signature of Contractor

Witnesses —

1. Here put on Stamp.

2. Pay order issued

Remarks by Executive Engineer.

9d/ 7/1/35
Divisional Accountant

9d/ 7-1-35
Executive Engineer.

Extract from measurement Book For Roads.

Reference to measurement Book.		Mile.	Furlongs.	Special collection.		
Book. No	Page.			Quarrying, breaking and stacking Quantity metal	Lead for the Quantity metal 5/8 mile.	7/8 mile / 20 - 1
3196	44	153	5	60.	60	
	22	154	6	62 1/3 cyd	— cyd	62 1/3 cyd
Total quantity				122 1/3	60.	62 1/3
Rate.				1-2-6	0-14-9	1-0-9
Cost				141-7-0.	55-5-0	65-4-0.
					Rs 262-0-0	Abstract

Royalty on 122 1/3 x 27 / 3303 of metal at 0-2-0 per 100 cft. 0-2-0. = 4-2-0.

Sub-heads.	Previous Bill. Cost. Rs	As	Ps.	Present Bill. Cost. Rs	As	Ps	Total up to date Cost. Rs	As
Collection of materials	-	-	-	-	-	-	-	
Consolidation of materials ... Spel%	206	9	0	0	0	0	206	9
Consolidation of materials ... Pelty%	70	11	0	0	0	0	70	11
Ordinary maintenance — Surface repairs	3	3	0	0	0	0	3	3
Ordinary maintenance — Drainage &c	87	4	0	0	0	0	87	4
Ordinary maintenance — R&D	13	0	0	0	0	0	13	0
Repairs to bridges and drain	-	-	-	262	0	0	262	-
Collection for next year — Rdg	380	11	0	262	0	0	642	11
Rdg	-	5	-	-	-	-	-	5
Rly	381	0	0	262	0	0	643	0
	5	9	-	4	2	-	9	11
Total value of work done to date	375	7	0	257	14	0	633	5
Deduct value of work done as shown in Previous bill no 4 dated 24-11-34.							375	7
Net value of work done since last bill							257	14
Rupees (in words)							-	

Certified that the above measurements have been made by me on 25-12-34 and that the work has been satisfactorily executed.

Sd
Contractor

Sd
Officer in charge of work.
25-12-34. Sd

Sub Division officer
6-1-1935

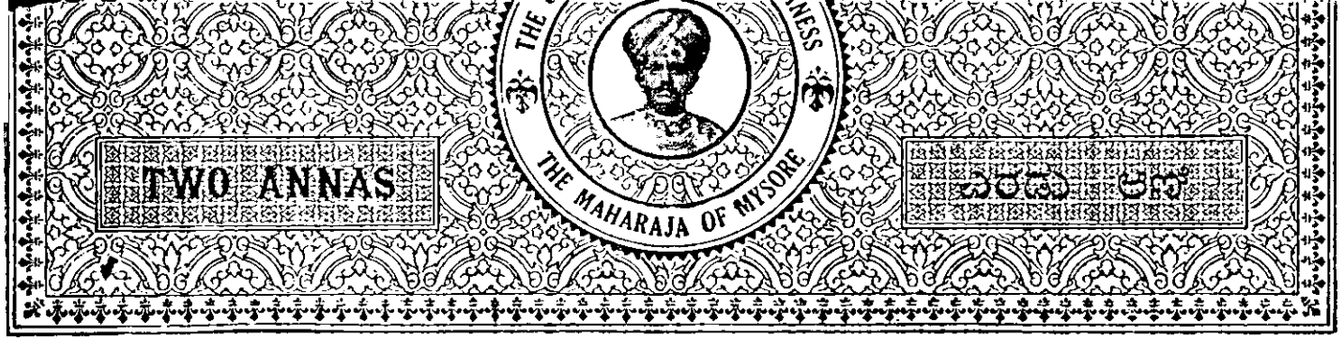
True copy

Head Record Keeper

Checked on 25/12 Sd 4/1/35

Copy applied for on the	Applicant told to ~~appear on the~~ produce sheets on the	Applicant appeared on the	Copying stopped for want of ~~copying~~ sheets on the	Additional ~~copying~~ sheets supplied on the
4/1/36	12/1	Sheets produced on the 10/1/36	Applicant failed to appear & receive copy on the 17/1/36	Applicant appeared & receive copy on the 17/1/36

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	H. Ramadiswami	



In the court of the District Judge

at Shimoga.

Exhibit B. Filed by plaintiff and

proved by plaintiff's witness in

In case number: Original Suit number

2 of 1934-1935.

on 19th October 1935.

Sd/- S.R.R.

District Judge

Seal of the District and Sessions court

Shimoga Division 28 July 1934

Sd/- S.R.

Sheristedar.

Mysore Railways E.10.

Name of work: Ballast collection on

Birur Shimoga Railway

Relaying

Sanction for the work: G.O. No: R.S. 946-47/

Ry: 143. 28-29 dated 6-11-29.

Sanctioned under Agent's No. 5641 Dated 14-12-28.

E. N. C's. 3666 22-12-28.

Schedule Agreement

I M. Devaraja Mudaliar contractor son of Mr. Murugesa Mudaliar of Arni, North Arcot District do hereby agree to execute the undermentioned work in accordance with the conditions noted below, and in consideration of payment for the same being made by the Agent, Mysore Railways, hereinafter called the Agent through the Executive Engineer, or any officer duly appointed to Superintend the work for the time being, at the rates specified in Schedule attached for the quantity of work executed or material supplied.

3

Conditions.

1 In the absence of specific written instructions, the contractor shall have no authority to commence any of the work tendered for in the schedule attached to this agreement, until he has been furnished with a copy of the agreement and schedule of rates duly accepted by the authorized officer.

2 All work done, and all materials supplied by the contractor, to be of good quality, subject to the approval of the Executive Engineer, or any officer duly appointed to superintend the work for the time being whose decision as to quality of work done and of materials supplied shall be final.

TWO ANNAS
THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

3 ——— In the case of bad work, or in ferior meterial supplied, or of any damage in what soever manner caused either to Government or private property, and also in the case of clearing off surplus material, leveling of holes made by contractor, the Executive Engineer, or any officer duly appointed to superintend the work for the time being, is empowered to have the bad work or material removed and any damage made good, and to have the said clearing off and leveling performed, and may deduct the cost of such damage (and & cost, and to have the said clearing off and leveling performed, and may deduct the cost of such damage) from any

TWO ANNAS
THE GOLDEN JUBILEE OF HIS HIGHNESS THE MAHARAJA OF MYSORE
TWO ANNAS

any money that may be due or may become due to the contractor or may recover the same from the contractors Bills for any other work executed for the Mysore Railways by the contractor.

4 (a) As Security for the due performance of this Agreement the Executive Engineer shall deduct and retain five per cent from each payment on the value of work done up to a maximum of Rupees 1.1.60/-

or

(b) the contractor shall, before the acceptance of this agreement, deposit in cash or Government Securities, endorsed to the Agent, the sum of Rupees ..... as Security for the due

due performance of the Agreement,
the sum of which said security
may be retained by the Agent
until the completion of the work
and for a further period of
(where the security exceeds rupees
500, Government promissory notes,
duly endorsed in favour of Agent should
be submitted as no interest
will be paid on cash sums above
this amount-)

5. The quantity of work done or
meterial supplied in accordance
with the schedule, shall be measured
up and paid for at least once a
month

6 The Executive Engineer
shall have power at the cost of the

TWO ANNAS
THE MAHARAJA OF MYSORE

the contractor to reject, remove, complete or replace any work or material which is not in accordance with the Specifications, and to employ, at the cost of the contractor, any other agency to expedite the work if the contractor does not make good progress.

7. On the completion of the work the contractor shall personally attend to make a final measurement with the Executive Engineer, and to sign (✗) his final bill within one month, failing which the measurements of the Executive Engineer, or other officer duly authorized shall be considered as correct and payment made

TWO ANNAS
THE MAHARAJA OF MYSORE

made accordingly, and the contractor shall have no further claims against the Government on that account and any materials & tools not removed within that time shall become the property of Government.

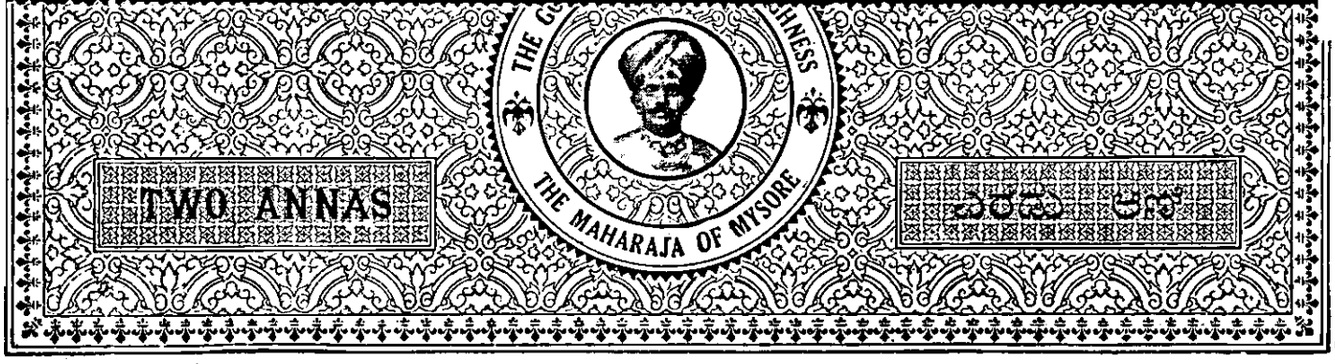
8 The officer by whom this agreement has been approved shall have power to close it at any time on giving four week's notice to the contractor, and the contractor shall have no claim, except for work & material actually done or collected in accordance with orders, and of approved quality.

9 The contractor shall give an address below his signature to this Agreement at which all communications

TWO ANNAS
THE MAHARAJA OF MYSORE

Communications having reference to this Agreement may be delivered and receipts for the same granted by the contractor, delivery or tender of delivery of any communication at this address, whether a receipt for the same be obtained or not, shall be deemed a legal delivery to the contractor.

10 The whole of the work specified below to be completed by the (c) 31st day of (d) May 1929 next, failing which or failing the carrying out of any other condition of this agreement, the whole of the money held in deposit under clause 4th or so much of it as the Agent considers proper will, without prejudice to any other legal or equitable right or remedy which



which the Agent may have, be absolutely forfeited to the Agent

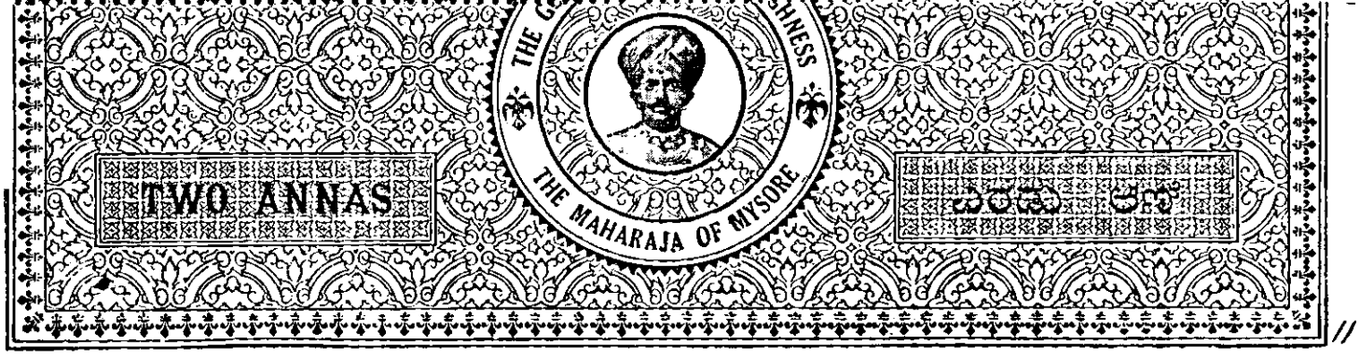
11 ——— pebbles in Bhadra River bed must on no account be used for quarrying or collection.

12 ——— The ballast must be collected at such points on line and on no account over cuttings of more than 3 feet depth and banks of three feet height.

13 Measurements to be given once a month and payment to be made within a fortnight from the date of measurements

14 agree to rounding off of annas to nearest Rupees on the total amount of the bills

15 I under submitted in response to notification dated 13th October 1928 -



11

published in the Mysore Gazette approved and accepted as per Engineer-in-Chief's letter number 3666 dated 19/22 December 1928, Executive Engineer's number 305 J-3633 dated 17th January 29 communicating Agent's Sanction no: 56-41 dated 14th December 1928

Signed/- M. Devaraja Mudaliar

Contractor

24th January 1929

This Agreement applies only to the following work:

Description of work	Approximate quantity to be done (Clause 5)	Unit	Rate Rs	As	P	Amount Rs	As	P.
Collection of Stone ballast quality & granite to pass through 2½" Ring including Stacking the Same								

Bank to the standard heaps of 20'×5'×2' or 10'×5'×2' free from cast wherever shown on prepared plat forms of uniform width and length inclusive of their cost within Railway limits and next to Railway line

Section B:—

Delivered to Bhadravati Mile 16 6 27.	300000 eft:	1000 eft:	70	1	= 1	23100	-

Verified

True Copy

Sdy- V. Ramanujalu Naidu
Executive Engineer
24.1.29
Hassan

Sdy- M. Devaraja Murdy
24/1/29
Contractor
Bhadravati

Sd/- R. Keeper

Accepted
Sdy- A. A. Khan
Agent Mysore Railways

Witness :- Sdy- K. S. Desikachar
Accounts clerk.

Approved
Sdy- K. Srinivasaiengar
25/5/29
Executive Engineer Mysore Railways.

Sdy- 21/10/29
Executive Engineer

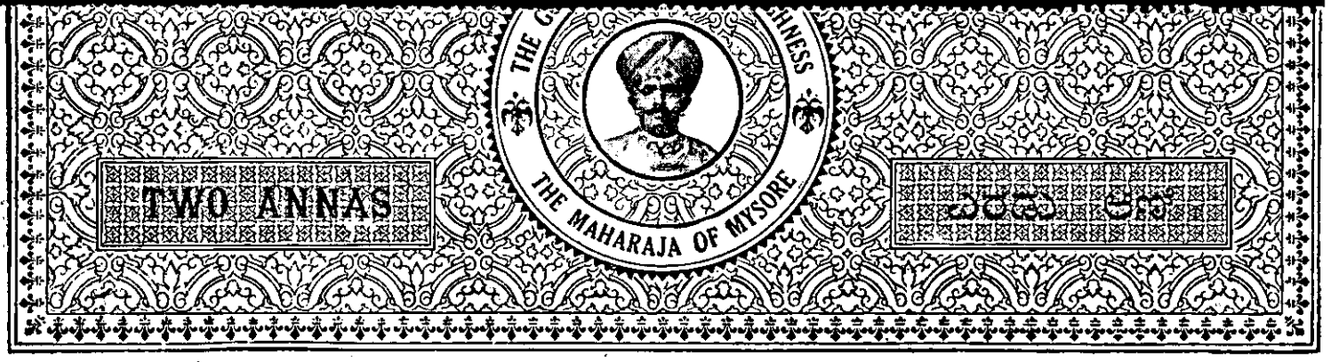
---- Copy
Sdy-

Appellt.

Told to appear appeared 4

Copy applied for on the	Applicant told to appear on the	Applicant appeared on the	Copying stopped for want of copying ~~sheets~~ supplied ~~copies~~ on the	Additional copying ~~sheets~~ supplied on the
8/1/36	13/1/36	10/1/36	17/1	17/1/36

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	A. A. Arjunan	



In the court of the district judge

at Shimoga.

Original Suit number 2 of 1934-1935

Exhibit 6. Filed by plaintiff on 19th

October 1935 and proved by plaintiff's

witness 2. on 19th October 1935.

Sd- S.R.R.

district Judge

All communications should be addressed

By title, not by name.

Received by registered post on 30/6/1931

Sd-

per Registered post

Registered vide letter of 30-7-31

Sd-

Mysore Railways.

office of the Executive Engineer

Hassan.

dated 24/25 June 1931.

No: E.F 1265-6 (please quote number in full)

Encls.....

TWO ANNAS
THE MAHARAJA OF MYSORE

To

Mr. N. Devaraja Mudaliar,

Contractor, Bhadravati.

Dear Sir,

your application dated 18-1-1931

With reference to the above, I write to inform you that the District Forest officer, Bhadravati has sent in a bill for the recovery of Rupees 669-10-0 towards seigniorage charges due by you.

Rupees 319-10-0 out of the amount of the final bill for Kesarahalla bridge, has been adjusted by credit to deposits in addition to Rupees 25/- the last money for Retailing last collection B.S. Rly. and Rupees 100/- in final bill for ballast collection Retailing work B.S. Rly: also kept under deposit.

As the bill from district

This letter has given rise to notice of adjustment of the bill for Rs. 669-10-0 sent by the D.F.O. Bhadravati

TWO ANNAS
THE MAHARAJA OF MYSORE

District Forest Officer, Bhadravati has to be adjusted during the current year alone. you are requested to finally settle the matter with district Forest Officer before the close of the official year and intimate your final acceptance for the said recovery and to effect necessary adjustments

yours faithfully

signed

25/6/31

Executive Engineer,

Rly Mysore Railways, Hassan

24/6/31

"True copy"

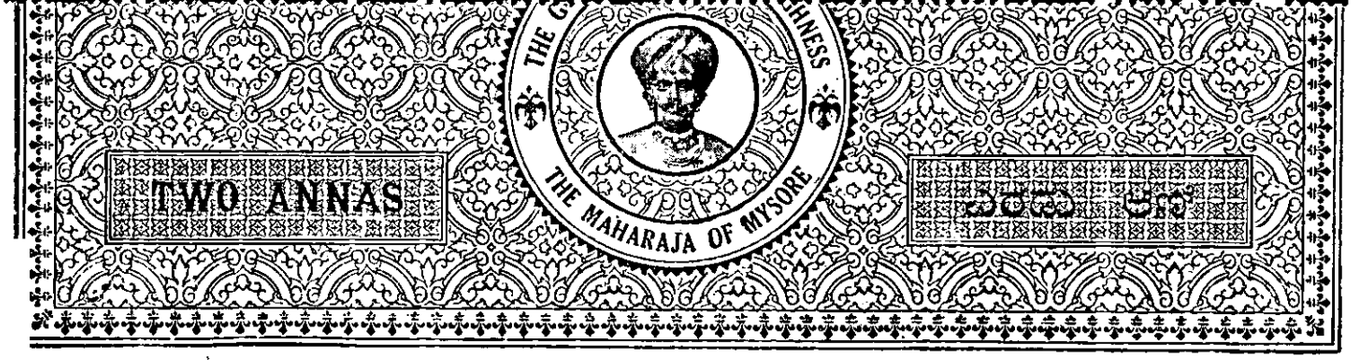
Assistant

A. Keeper

Appl.
told to appear appeared on

Copy applied for on the	Applicant told to ~~appear~~ on the	~~sheets supplied~~ Applicant appeared on the	Copying stopped for want of copying ~~sheets~~ on the	Additional copying ~~sheets~~ supplied on the
8/1/36	13/1	10/1/36	17/1/36	17/1/36

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	A. R. Angelucci	



Seat of the District and Sessions court, Shimoga

division Addl. S.R.

Sheristedar. 28th July 1934.

In the court of the District Judge

at Shimoga.

Original Suit number 2 of 1934-1935

Exhibit A. Filed by plaintiff and

proved by plaintiff's witness 2

on 19th October 1935. Addl. S.R.C.

District Judge.

Received on 1.9.1931.

All communications should be addressed

By Title, not By Name.

Office of the Executive Engineer

Hassan,

Dated 24 & August 1931

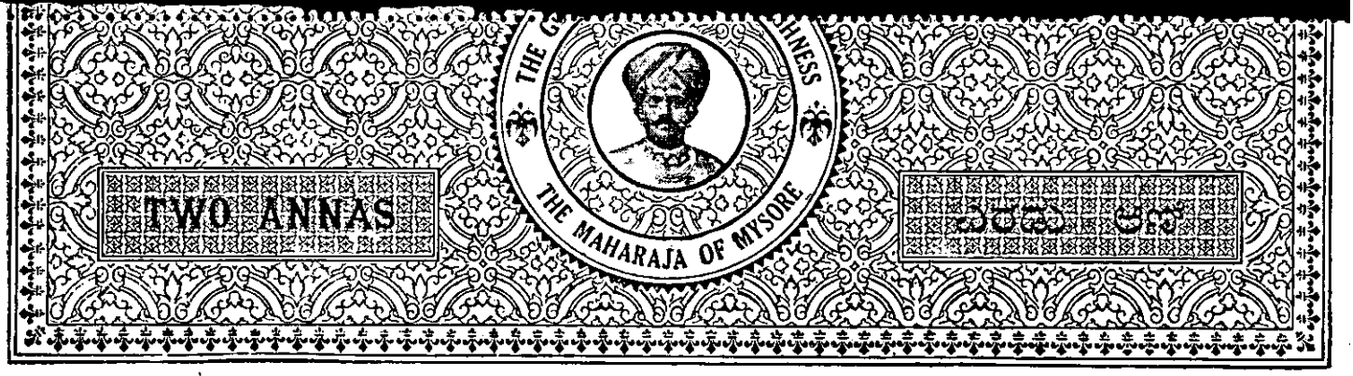
28

No: [H. 17/ 351-3]

(please quote number in full)

Ends.....

By Registered post.



To

Mr. M. Devaraj Mudaliar

Contractor, Bhadravati

Dear Sir;

your registered letter dated 30-7-1931

Seigniorage charges of Rupees 669-10-0

Recovered for the amount due to Forest

Department

Referring to your above and

in continuation of this Office No:

185-7 dated 28th July 1931 I write to

reply as under:-

1. The question of payment

of seigniorage charges to the Forest

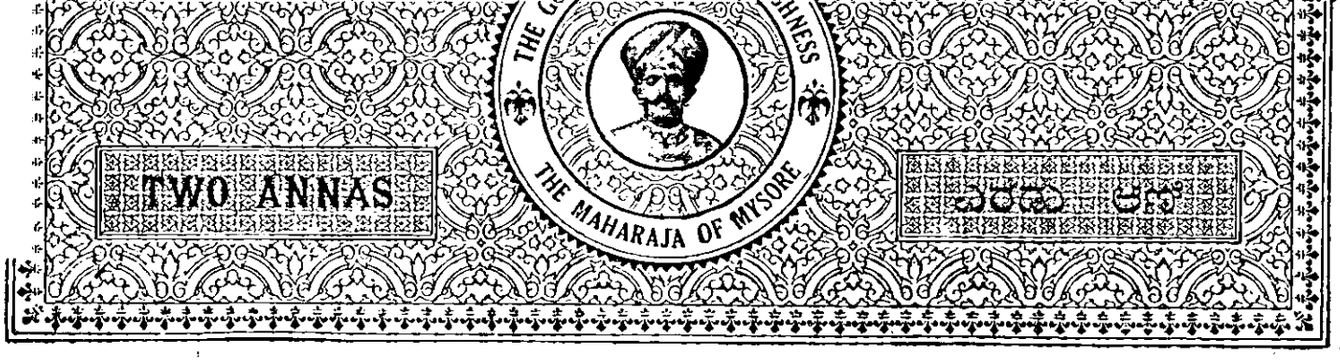
department was long pending and

you failed to settle up the question

with the Forest Department with

regard to difference in rate though

you were requested more than



than once to do so and given time.

2 As the Forest Department sent in a bill for Rupees 669-10-0 for the above charges due by you in June last and you have already agreed for the payment of the Forest dues towards Seigniorage charges vide your letter no: nil dated 7th January 1931, 18th January 1931 and 5th February 1931, the amount was arranged to be adjusted in your bills under your own consent as the Revenue calls of a sister Department has to be complied with by us.

3 This Department has nothing to do further in the matter and you may settle the question with the District Forest Officer, Bhadravati

6,

and get the extra amount if (any),
any, refunded.

4 ——— your claims regarding bad debt
collection on B.S. Railway have (all)
all been finally settled long ago as
per terms and conditions of the
contract agreed to and there is no
further question about it with
please note.

5 Action is being taken to
refund the earnest money deposited
for Kesarahalla bridge work.———

yours faithfully

signed.———

2578/31

Executive Engineer,

Addl. ——— Mysore Railways, Hassan

24/8/31 " "

True copy

B. Basavaiah

Hd. A. Keeper

Applt:

Called & appears Appeared & to receive

Copy applied for on the	Applicant told to appear on the	Applicant appeared on the	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
8/1/36	12/1/36	16/1/36	17/1/36	17/1/36

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	A. L. Agiewich	

Seal of the district and sessions court
Shimoga division 28th July 1936. Sd/- S.R.
Sheristedar.

In the court of the district judge
at Shimoga.

Ex-E

Exhibit-E Filed by plaintiff and
proved by plaintiff's witness 2
on 19th October 1935.

Sd/- S.R.R.

district-judge.

28th July 1931.

The Auditor,

Mysore Railways, Mysore ...

Dear Sir,

This office No: 1265-6 dated 25.6.1931
Recovery of Seigniorage charges from
M/s Devaraj Mudaliar, contractor
...

... In continuation of the above
I beg to inform you that the

the District Forest officer, Bhadravati writes to inform that the contractor Mr. Devaraja Mudaliar has not turned up till now to settle the question of royalty

I therefore beg to request you to kindly arrange to adjust the following amount held under deposits by credit to the District Forest officer, Bhadravati division and advise this office

yours faithfully;

Sdy.

Executive Engineer,

Mysore Railways, Hassan

1) Rupees 319-10-0 withheld in the final bill for Kesaralla bridge

2) Rupees 250-0-0 on deposit as earnest money.

3) Rupees 100-0-0 Ballast collection for Relaying work

669-10-0

TWO ANNAS

THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

No: (F) Hassan 28th July 1931.

Copy of the above is forwarded to the District Forest Officer Bhadravati with reference to his No: 73 dated 20-7-31

Sd/-

Executive Engineer,

Mysore Railways, Hassan.

Received by registered post on 31-7-1931

Sd/-

By registered post

No: (F.S/6 185/E1) Hassan, 28-7-1931.

Copy of the foregoing is forwarded to Mr. M. Devaraja Mudaliar, contractor, Bhadravati, for information in continuation of this office No: 1265-6 dated 25th June 1931.

DISTRICT ANCHORAGE OFFICE

Copy of District Forest Officer's No: 73 dated 20-7-1931

Sd/-

Executive Engineer

Mysore Railways, Hassan

Sd/-
24/7/31

Attd.

told to appear appeared

Copy applied for on the	Applicant told to appear on the	Applicant appeared on the	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
8/1/36	13/1/36	10/1/36	17/1/36	17/1/36

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	W. L. Alexander	

Registered & ack: due.- Bhadravathi Dt/ 30.7.31.

From M. Devaraj Mudaliar Contractor
Bhadravathi.

Ext I

Seal of the Ext. Engr dated 1.8.31.
Per regd post Acknlgt. Dy -

To
The Executive Engineer
Railways Division
Mysore Railways, Hassan.

RRC Regd Dy 1.8.31.

Papers. Dy 3.8.31

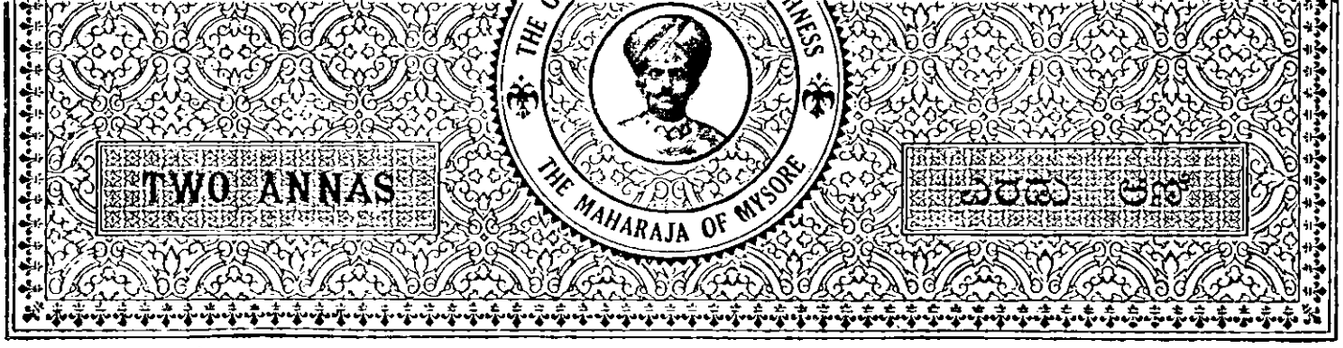
Sir

With reference to your number F 5/6-1265, I D/24/25-6-31 received by me on 30.6.31 regarding the recovery of Sewerage Charges of Rupees 669=10- towards the bill of Forest department I beg to bring to your kind notice the following and I request you will kindly see that the Amount withheld is paid to me within 8 days from the date of the receipt of this letter else I will be Compelled to take necessary legal

R.K. - Papers Dy J.S.R. 4.8.31

Ref. file Regd ack Dy - 6/8

Dy J.S.R. 6/8/31



legal -- Steps -- to recover the Amount now -- withheld together with interest damage Etc sustained due to the delay -- in -- paying the final bill of ballast Collection. Under the following reasons I am not at all responsible for the -- payment of this Seinerage rate as per Contract agreement. But I was forced by you to put an application -- on 18. 1. 31. in order to get my large Amount kept in pending by you unnecessarily

2 If at all I -- have to pay on account of your pressure I am sure I have to pay only - annas two per 100 -- Cubic feet -- of ballast vide -- Appendix A

TWO ANNAS
THE MAHARAJA OF MYSORE

Rule 20 page 48 of Mysore Land Revenue Code viz ballast at 0-2-0 per 100 Cubic feet.-

3 So far my knowledge goes as a Contractor to the Mysore Railways I am not aware that any Contractor has paid any Seinerage Charges upto till the end of 1930 And further I am anxious to know whether my Co-Contractors are taxed with this so-called Seinerage Charges I am at a loss to know why I am taxed as a Special case and troubled unnecessarily. I am herewith giving a Statement of my dues for favour of arranging early payment.-

Amount recovered in the final bill of Keseralla bridge Rupees 319-10-.

Deposit amount paid along with ballast Collecton tender Rs 250-0-0

Deposit amount paid by adjustment for tender of the raising of the embankment on B.S. Ry Rupees 100-

Deposit amount paid along with tender for Constructing Keseralla bridge Rs 100-0-0.

Total Rs 769-10-.

Rupees Seven hundred and sixty-nine Annas ten only.-

Yours faithfully.

Sd/- Devaraj Mudaliar
30.7.31.

In the Court of the District Judge Shimoga
Exhibit I. Filed by Mr. B.K. Rao for defts on 19.10.35
Proved by PW 2 in OS 2/35 on 19.10.35 By S.RR.
Dist. Judge.

DISTRICT COURT SHIMOGA

True Copy

Sd/-

W.D.R. Keeper
Dist Court

CRR

By hr B. Krishnadasan
Govt Pleader

Copy applied for on the	Applicant told to ~~appear on the~~	Applicant ~~appeared on the~~	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
8/1/36	C.Sheets by 13/1/36	Sheets on 10/1/36	Told to appear on 17/1/36	Appeared 17/1/36

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36		

In the Court of the District Judge Shimoga

Exhibit II Filed by Defendants on 19-10-35-

Proved by Plaintiff's witness 2

Original Suit Number 2/34-35 on 19-10-35.

By S.R.R.
Dist Judge

Ex II

H. Vasudeva Rao B.A. LL.B. Shimoga
Advocate
ಪಕ್ಷಿ ಸಾಕ್ಷಿಯವರು ಶ್ರೀ ಎಚ್. ವಾಸುದೇವರಾವ್ ಬಿ.ಎ. ಎಲ್.ಬಿ.
ಅಡ್ವೊಕೇಟ್.- 2. 2. 1933

By Regd post. Law. By Ins.R.
3. Feb 1933.

To The Chief Secretary
Mysore Government, Bangalore.-

Dear Sir

I am instructed by my Client Mr M. Devaraja Madaliar, Contractor, Bhadravathi, to intimate to you that a sum of rupees 66-10-0 has been wrongly withheld from his Final Bill by the Executive Engineer

Mysore Railways Hassan, as due towards the Seigniorage Charges for jelly Col. lected by my Client in the State Forests inspite of his repeated demands for the payment of the said sum. My Client tells me that he is not bound to pay (~~the~~) the said amount towards the said Charges and when this fact was brought to the notice of the Executive Engineer before my Client cashes the Final Bills, the Executive Engineer my client tells me asked him to accept them under protest which he did.

My client tells me that not even his Co-Contractors have been taxed with this Seigniorage in the

the lines he has worked and says he is at a loss to know how such a differentiation came to be made in his case by the Executive Engineer.—

My client emphatically protests against this unjust, illegal and inequitable action of the Executive Engineer and as my Client has not even been favoured with a line in reply to his demand notice to the Executive Engineer for the payment of the said amount he has instructed me to file a suit for the recovery of the said sum and hence this notice to you

Please therefore take notice that

TWO ANNAS
THE MAHARAJA OF MYSORE

that unless the above Sum of rupees 66g-10- with interest ah 12% per annum by way of damages from the due date is arranged to be paid to my Client within 60 days from the receipt of this notice a decree Suit shall be files against the Government of Mysore and the defendant shall be held liable for all the Costs Etc which my Client has to incur on that account

Yours Sincerely
Sg H. Vasudeva Rao
Advocat

True Copy

H D Keeri
Dist Court

DISTRICT AND SESSIONS COURT

CRR

By hw B. Krishnadasan
Gord Meade

Copy applied for on the	Applicant told to ~~appear on the~~ produce	Applicant ~~appeared~~ on ~~the~~ produced	Copying stopped for want of copying sheets on ~~the~~	Additional copying sheets supplied on the
8/1/36	C. Sheets by 13/1	Sheets on 16/1	Fold to appear on 17/1	Appeared 17/1/36

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	[illegible]	[illegible]

Seal of the Engr dated 10.1.31.

Bhadravathi dated 7.1.31

From

M. Devaraj Mudaliar

Contractor, Bhadravathi

To

Ext III

The Executive Engineer

Railways Division, Mysore Railways

Hassan.

Dear Sir

...With reference to your Number S/6 m 15 dated 2 and 3.1.31 regarding the Seigniorage Charges to be paid to the Forest Department for the jelly Collected in their area I beg to inform you that I am repeatedly requesting you to kindly Consider, this unreasonable payment Though it is more than a year nothing was settled and I am forced to say this In case if I do not give my Consent

A C Dy 10/1.

7 5/6 R Rc

Dy 10/1/31.

R.K. Papers.

Dy Dy.R. 10.1.31.

Dy 10/1

Consent in this critical moment my bill which is kept in abeyance will never be paid in the near future. If you think that I have to bear the Cost of this royalty amount as per agreement I have no objection to pay this If required kindly accept this as my Consent for adjusting the amount in my bill.

Further I request you will kindly arrange for the refund of the deposit amount of Rupees two hundred and fifty to be paid along with this bill.-

Thanking you in anticipation and awaiting the Orders for the early payment of this bill.

Yours

TWO ANNAS

Yours faithfully

Sd/ M. Devaraj Urs

7.1.31.

In the Court of the District Judge Shimoga

Exhibit III. Filed by defts on 19.10.35

and proved by Plaintiffs witness 2.

in OS 2/34-35 on 19.10.35.

Sd/ SRR.

Dist Judge.

True Copy

Dist Judge

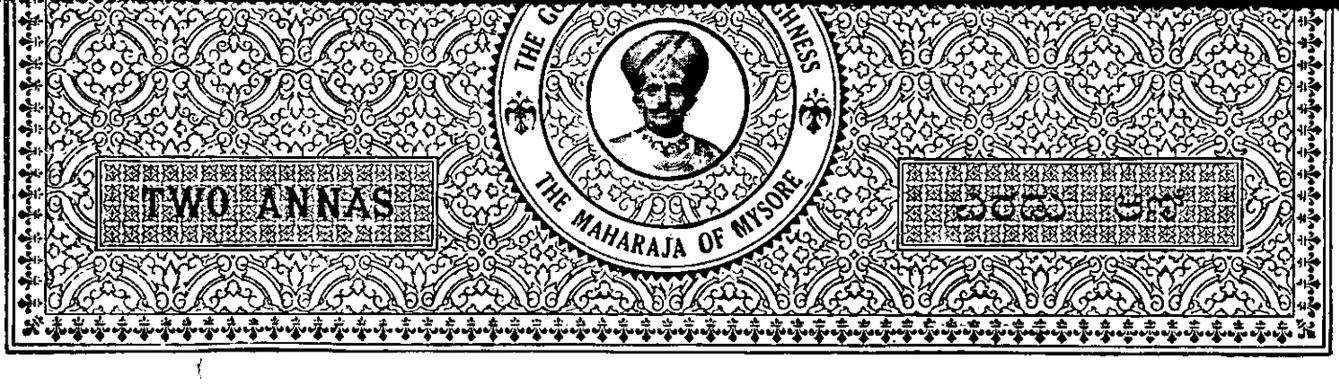
DISTRICT AND SESSIONS COURT

CRK

Before K. Krishnan Esqr
Govt. Member

Copy applied for on the	Applicant told to ~~appear on the~~ produce on=9-1-36	Applicant ~~appeared on the~~ produced	Copying ~~stopped~~ for want of copying sheets on the	Additional copying ~~sheets supplied~~ on the
4/1/36	C. sheets by 13/8/36	Sheets on 10/8/36 16	Fold to appear on 17/1/36	Appeared on 17/1/36

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36		



In the Court of the District Judge Shimoga Division at Shimoga

Exhibit IV. Filed by Defendants on 19.1.

Ext IV and proved by Plaintiff's witness 2 in Original Suit 2 of 1934-35 on 19.10.35.

Sd/- S.R.R.
Dist Judge

Seal of the Exr Engr dated 20 January 31.

Bhadravathi Dt 18-1-31.
3616.

From

M. Devaraj Mudaliar

Contractor Public Works Department and Railways, Bhadravathi

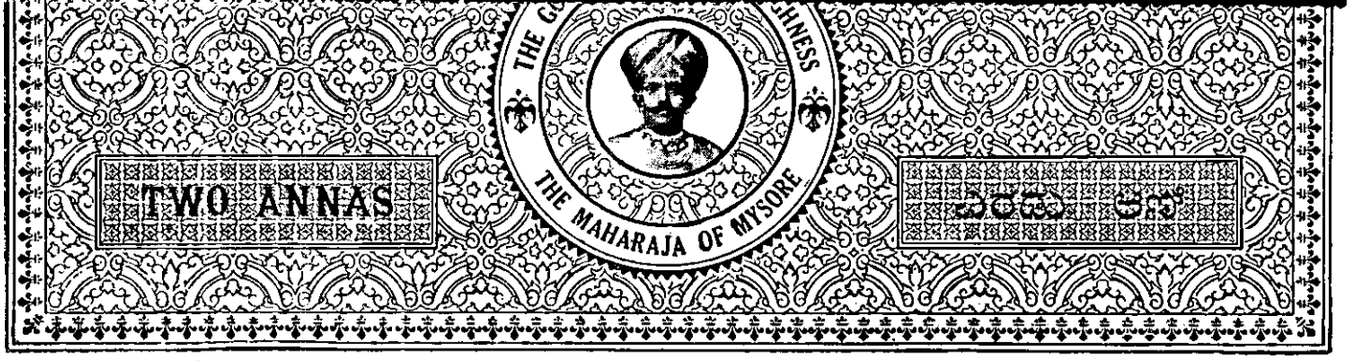
To

The Executive Engineer, Railways Division Mysore Railways, Hassan.-

Dear Sir

With reference to your Number W.F 5/6 M. 90-91 Dated 12/13-1-31 regarding the adjustment of rupees 694-7-0 as value of Seigneorage Charges for the Collection of ₹ 50,000 Cubic feet of metal Collected is not in order. If at

Sir I am in receipt of your letter



ah ill I am forced by you
to pay the said Charges I have
to pay only rupees 173-8-9
which amount equels to 5555½
Cubic yards at 0-0-6 a Cubic
yard.- This is the usual rate
is being Collected in Public
Works Department in any of the
Districts in the State. Now I
wonder to see the Amount Cal-
culated by you. Anyway, I have
no objection for the recovery of
this said amount of Rs 173-8-9.
This Consent is now given Con-
sidering the dead lock-up of the
large Amount from a long time
I request you will kindly arrange
to order for the payment of the

the balance amount within the end of this month to enable me to meet my demands.-

Awaiting your early Compliance of my request and thanking you in anticipation

Yours faithfully Sd/- M. Devaraj Murdeshwar 18.1.31.

Give a Copy of this letter to D.F.O. and Call for remarks. Sd/- 27.1.

R.R.K. Sd/- JWS 30/1 R.K. Sir, Ref Hlgd Ref- Sd/- J&R 23.1.31. Sd/- 24.1

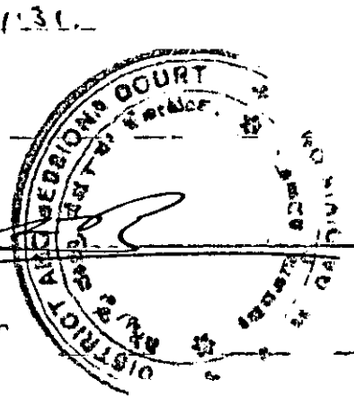
Sd/- 23.1.31.

Submitted for orders.

May the District Forest Officer be addressed in the matter. Sd/- R&R 26.1.31.

"True Copy"

Sd/- R Keelor
Dist. Court



CRR

By Mr B. Krishna Rau

Govt Pleader

Copy applied for on the	Applicant told to ~~appear on the~~ produce C.	Applicant ~~appeared on the~~ produced	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
8/1/36	Sheets by 13/1/36	Sheets on 16/1/36	Told to appear on 17/1/36	Appeared on 17/1/36

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	N Ramachandra	

In the Court of the District Judge Shimoga Division at Shimoga.—

Exhibit V. Filed by defendants on 9.1.35 and proved by Plaintiff's witness 2 in Original Suit 2/34-35 on 19.10.35. Sd/ S RR
Dist Judge.

Ext V

From

M. Devaraja Mudaliar

Contractor Public Works Dept.

and Railways at Hassan.

To

The Executive Engineer

Railways Division Hassan

Dear Sir.

Re Seigneorage Charges to be paid to the Forest Department for the metal quarried on Nadikere State Forest for B.S. Railways Section B "BD to There I beg to request you will kindly arrange to recover

recover Rupees 100 in the Finial Bill of mine of Ballast Collection and another Rupees 150/- remaining as deposit on the said work and keep it for the payment of the above dues to the Forest Department after rates of Seignorage etc decided finally. If there be any further dues on this item I am agreeable to pay up through you in the future bills on other works in your Jurisdiction and works

Thanking you.

Yours faithfully

Submit to S.W.W. with the Finial Bill.

Sd/ S. M. Devaraja Murarar
Contractor 5/2/31

5/2/31

True Copy

Sd/ R. Narasimhan
AD Accept
Dist Conservator

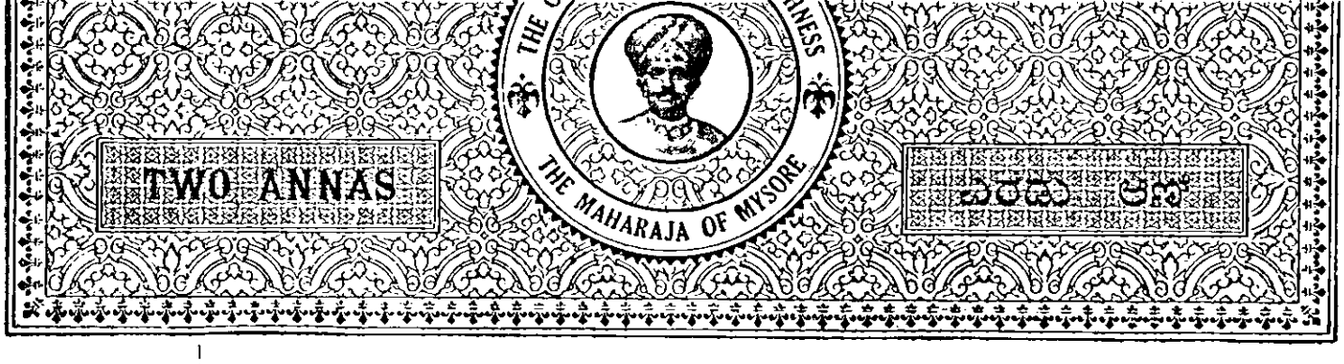
CAR

By Mr B Krishnadas

Govt Pleader

Copy applied for on the	Applicant told to ~~appear on the~~ produce C.	Applicant ~~appeared on the~~ produced	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
8/1/36	Sheets by 13/1/36	Sheets on 16/1/36	Told to appear on 17/1/36	Appeared 17/1/36

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36		



District Court, Shimoga Division

Dated 28th July 1934.

(Initialled) S R
Sheristadar

Original Suit No. 2 of 34-35

In the Court of the District Judge
Shimoga Division

Exhibit A - Filed by plaintiffs and
Proved by P.W. 2
On 19th October 1935.
(Initialled) S R R
District Judge,

Mysore Railways

Name of work - Constg. 1-30 ft.
girder bridge across Kesarahalla
at mile 1½ - of Tarikere Nara-
simharajapura Try with permanent
deviation for Tramway line at
the place.

Sanctioned for the work - G.O. No. Rs 131-32/Ry. 162. O.C. 29.30 of 20.9.29.

Sanction for the Work

Sanctioned under E. N.C's No. 690

dated 31.7.1929

Schedule agreement

I, M. Devaraja mudaliar Contractor, son of Mr. Murgesa mudaliar of Arni do hereby agree to execute the undermentioned work in accordance with the conditions noted below, and in consideration of payment for the same being made by the Agent, Mysore Railways, hereinafter called the agent through the Executive Engineer, or any Officer duly appointed to superintend the work for the time being, at the rates specified in the Schedule attached for the quantity of work executed or

or material supplied.

Conditions

1 In the absence of specific written instructions, the Contractor shall have no authority to Commence any of the work tendered for in the schedule attached to this Agreement, until he has been furnished with a copy of the Agreement and schedule of Rates duly accepted by the authorized officer.

2 All work done, and all material supplied by the Contractor, to be of good quality, subject to the approval of the Executive Engineer, or any officer duly appointed to superintend the work for the time being, whose

TWO ANNAS
THE MAHARAJA OF MYSORE

whose decision as to quality of work done and of material supplied shall be final. —

3. In the case of bad work, or inferior material supplied, or of any damage in whatsoever manner caused either to Government or private property, and also in the case of clearing off surplus material, levelling of holes made by contractor, the Executive Engineer, or any officer duly appointed to superintend the work for the time being is empowered to have the bad work or material removed and any damage made good, and to have the said clearing off and levelling

TWO ANNAS
THE MAHARAJA OF MYSORE

performed, and may deduct the cost of such damage from any money that may be due or may become due to the Contractor or may recover the same from the Contractor's bills for any other work executed for the Mysore Railways by the Contractor.

4 (a) As security for the due performance of this Agreement the Executive Engineer shall deducted and retain 5 (five) per cent from cash payments on the value of work done up to a maximum of Rupees 230

(b) The Contractor shall, before the acceptance of this Agreement, the 5 The quantity of work done or material supplied in accordance deposit in cash or Government with

(~~Specifies~~) with the schedule, shall be measured up and paid for at least once a month.

6 The Executive Engineer shall have power at the cost of the Contractor to reject, remove, complete or replace any work or material which is not in accordance with the specifications, and to employ, at the cost of the Contractor, any other agency to expedite the work if the Contractor does not make good progress.

7 On the completion of the work the Contractor shall personally attend to make a final measurement with the Executive Engineer, and to sign & his final bill within

one

TWO ANNAS
THE MAHARAJA OF MYSORE

one month, failing which the measure ments of the Executive Engineer or other officer duly authorised shall be considered as correct and payment made accordingly, and the contractor shall have no further claim against the Govt on that account, and any materials, or tools not removed within that time shall become the property of Government

8 The officer by whom this Agree ment has been approved shall have power to close it at any time on giving two weeks' notice to the Contractor, and the Contractor shall have no claim, except for work or material actually done or collected in accordance with orders, and of approved quality.

9 The Contractor shall give an address below his signature to this Agreement at which all Communications having reference to this Agreement may be delivered and receipts for the same granted by the Contractor. Delivery or tender of delivery of any Communications at this address, whether a receipt for the same be obtained or not, shall be deemed legal delivery to the Contractor.

10 The whole of the work specified below to be completed by the (c) ... 31st day of (d) January 1930, failing which, or failing the carrying out of any other condition of this Agreement, the whole of the money held in deposit under clause 4 or so much of it as the Agent considers proper will, without

TWO ANNAS
THE MAHARAJA OF MYSORE

prejudice to any other legal or equitable right or remedy which the Agent may have, be absolutely forfeited to the Agent

11 I agree to the rounding of annas to the nearest rupee in the total amount of the bills.

13 I agree to pay Royalty at rates sanctioned by the Government for stone, earth, Kanker, sand etc., quarried by me from Government or Forest lands for the use of this work.

(Signed) M. Devaraja Mudaliar
Contractor

This agreement applies only to the following work:

Description of work.	Approximate quantity to be done (clause 5)	Unit	Rate	Amount
1. Constructing 1-30 ft girder Bridge across Kesarakalla at mile 1 1/2 - 1 3/4 on			J.M.	Jy
1 Earthwork excavation in all Soils -	7,362	1000	Cft-30	147

TWO ANNAS
THE MAHARAJA OF MYSORE

	Description of work	Approximate quantity to be done (clause 5)	Unit	Rate	Amount
2.	Concrete broken stone in Surki mortar	2.409	100 cft	31 - -	747
3.	Masonry Size stone in Surki mortar in foundn and upto D.P.C.	3,726	Do	55 - -	2,049
4.	Masonry with Size stone in lime and sand mortar				
5.	Cement Concrete bed blocks 12" thick with 1/2" broken stones in 1:2:4 proportion including plastering with Cement	1.4	cft	2 - -	28
6.	Cement plastering 1/2" thick 1:2 proportion	1.8.4	"	12 - -	22

TWO ANNAS
THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

	Description of work	Approximate quantity to be done (clause 5)	Unit	Rate			Amount
7.	Pointing with cement mortar	6,74	Sqo.	6	-	-	40
8	Dressing corner Stones	100	Rft	-	4	-	25
9.	Dry rough stone work for flooring 2 ft thick	406	100 cft	18	-	-	73
10.	For bailing water Coolies to be supplied at 10 as. per male Cooly for 8 hours work Coolies to be supplied at the requisition of Asst. Engineer. Contractor will be paid commission on actual charges at 15 per cent						
	II Permanent diversional mile	1½	-	1	3/4		J.N.J
	Earth work in bank + Cutting	86,000	1000 cft	15	-	-	1.29

TWO ANNAS
THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

Description of work.	Approximate quantity to be done. (Clause 6)	Unit	Rate	Amount
Collection of gravel ballast including stacking charges unloading and unloading — ballast train where required —	9,000	1000 Cft.	20	180
Total				4,601

N.B. — Final payment for earth work to be made on sectional measurements of completed bank after deducting 15 per Cent for settlement

(Sd) M. Devaraj Mudaliar in English

Verified (Signed) Illegible

Executive Engineer
Hassan Division

Date — X/29.

Address (clause 9) Contractor
Bhadravati.

Witness (Sd) N. Venkata Rao
Clerk
Dy. Asst. Engineer's Office
Shimoga

Approved
(Sd) K Srinivasaiengar.
Mysore Railways

True Copy

Asst. Record Keeper.

Copy applied for on the	Applicant told to appear on the	Applicant appeared on the	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
9/1/36	17/1/36	17/1/36		

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	S. Wilcox	

TWO ANNAS
THE MAHARAJA OF MYSORE

Deposition Sheet - Form N° 100 Civil

In the Court of the District Judge

Shimoga Division

Original Suit N° 2 of 1934-35

PW 1

Deposition of Ali Mahammad

First witness for plaintiff

Duly Sworn Dated 19-10-1935.

Father's name Ismail Saheb;

Age 45 years; Caste Beluchi

Occupation Contractor;

Residence Shimoga

Chief Examination:-

I have been a Railway Contractor from about 20 year I collect and supply ballast to the Railway. The plaintiff also is a ballast Contractor. I pay no Royalty on the

TWO ANNAS THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

the ballast collected in the Shimoga Railway Division. In 1929 the plaintiff collected ballast. I too collected ballast. I collected ballast from the Birur - Tarikere Section and Bhadravathi Shimoga Section I Collected about seven lacs and odd cubic feet of ballast. The plaintiff collected Ballast for the Bhadravathi - Tarikere Section

Cross Examination :- I do not know from what Forest the plff was collecting the ballast. I did not collect ballast material from the forest area but from Government area :

Re Examination :- The lands where from I collected the materials belonged to Government Railway and Ryots.

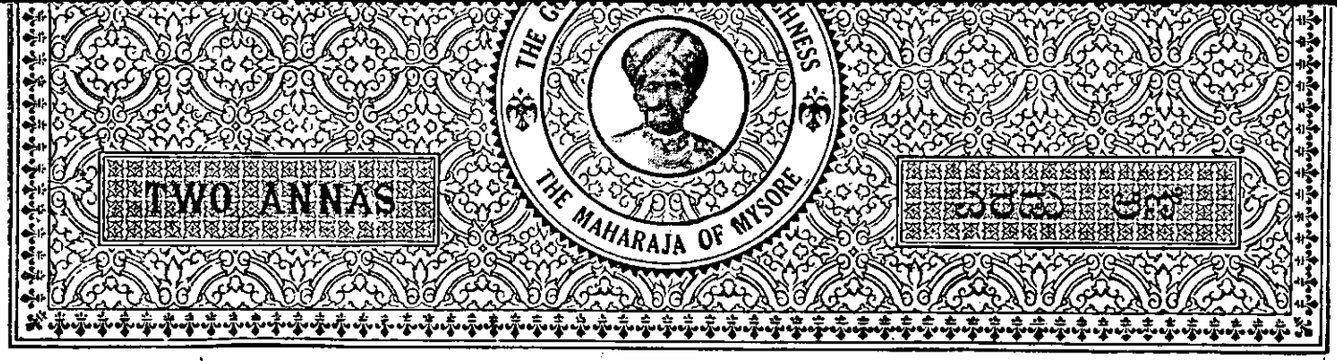
Read over, translated to the witness and admitted by him to be correct.

True Copy

(Sd) S R Ramaswami Aiyar
Munsiff 19-10-35

Copy applied for on the	Applicant told to appear on the	Applicant appeared on the	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
4/1/36	17/1/36	17/1/36		

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	S. Venkateswara Rao	



Deposition sheet. Form No 100 Civil

In the Court of the District Judge

Shimoga Division

Original suit No 2 of 1934-35.

Deposition of Devaraja Modaliar (Plff)

PW 2 Second witness for plaintiff;

Duly sworn; Dated 19th October 1935;

Father's name Murigesha Modaliar;

Age 45 years; Caste Bellal;

Occupation Contractor and Agri-

Culturist; Residence Bhadravathi;

Chief Examination:-

Exhibit A dated 1-10-1929 is the

agreement relating to the Construction

of Kesar Halla Bridge, in the

Tarikere Narasimharajapura

Tramway line. That Contract

work was for Rupees 4601-00

9

I completed that work. I must get Rupees 319-10-0= as balance due on that Contract I must get the deposit amount of Rupees 100/- deposited in that Contract. Exhibit B dated 28-5-1929 no 24-1-1929, is the agreement executed by me undertaking to supply 3,30,000/- Cubic feet of ballast to the Railway Department for Rupees 23,100/-. I deposited Rupees 250/- The deposit amount should be returned to me along with the amount due on the final bill. The final bill was prepared and the sum due has been paid to me. Only the deposit amount of

Copy applied for on the	Applicant told to appear on the	Applicant appeared on the	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the

Copy ready on the	Copy delivered on the	Copied by	Examined by

of Rupees 2 5-0/- has not been paid to me. I must get from the Railway Department the three items of (1) Rupees 319-10-0: due as balance on account of the Bridge Contract: (2) Rupees 100/- deposit amount in connection with the bridge work and (3) Rs. 2 5-0/- amount deposited in connection with the ballast supply. I was demanding payment of the three items. The Railway Department sent me intimation that the Forest Department had been demanding Royalty on the ballast. Exhibit C dated 24-6-1931 is that letter - I sent the reply Exhibit I dated. 30-7-1931 in

TWO ANNAS
THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

in reply to Exhibit C denying my liability to pay Royalty to the Forest Department: Exhibit-D, dated 28-8-1931, is the reply sent to me in reply to Exhibit I intimating that I was bound to pay the Royalty Then I sent two lawyer notices. Exhibit II dated 2-2-1933 is the second notice

The Railway Executive Engineer delayed for 4-5 months, the payment of the final bill amount due to me, stating that the bill would not be paid until I settled the Royalty due to the Forest Department and until I settled that

TWO ANNAS
THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

5

that item with the Forest Department. Then I protested that there was no agreement to pay Royalty and I finally gave an undertaking that the Royalty would be paid and adjusted if it was duly recoverable from me. Then the bill was handed over to me; The deposit of Rupees 2 5-0/- was not paid to me. Exhibits III dated 7-1-1931: IV dated 18-1-1931: and V dated 5-2-1931 are the three letters written and undertakings given by me to the Executive Engineer. Afterwards on 31-7-1931, I received Exhibit E dated 28-7-1931, the Copy

Copy of the Executive Engineer's letter to the Auditor reporting the adjustment. In Exhibit A there is a clause to pay Royalty. There is no such clause in Exhibit B. no Royalty was collected from the Railway Contractors in the Shimoga Railway Division I must get the amount claimed.

Cross Examination The first notice was issued through lawyer Mr: Krishna Prabhu. Mr: Krishna Prabhu told me that no reply was received for that notice. No reply was received for the second notice too. When executing Exhibit B -

TWO ANNAS
THE MAHARAJA OF MYSORE

Exhibit B there was no talk as to wherefrom the materials should be quarried and collected. I collected 15-0000 Cubic feet of Ballast from Hadhikere state Forest. There is a provision in force in all Public Work Department Contracts that royalty for materials removed from the Forest Area should be paid. I am not aware of any Rules requiring payment of 2, as royalty per Cubic yards on the stones removed from Hodikerery state Forest The Ballast supply was finally finished in July or August 1931. I did not go to the

the District Forest Officer — Bhadravathi after receiving Exhibit D. —

Re-Examination

The Royalty on stone is, 8, as. per 100 Cubic feet and that on ballast is, 2, as. per 100 Cubic feet.

Read over, to the witness and admitted by him to be correct

(Signed) S R Ramaswami Aiyer
District Judge.

Shimoga Division

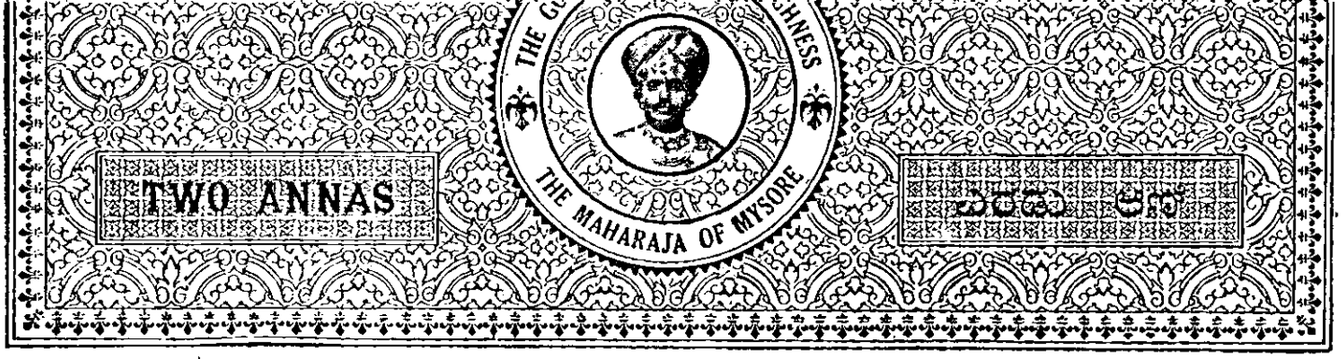
Dated the 19th day of October 1935

True Copy

Head Record Keeper

Copy applied for on the	Applicant told to appear on the	Applicant appeared on the	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
9/1/36	17/1/36	17/1/36		

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	S. Venkoba Rao	



Deposition sheet. Form No. 100, Civil.

In the Court of the District Judge

Shimoga Division at Shimoga

Original Suit No. 2 of 1934-35

PW3 Deposition of Hanumantha Setty

3rd witness for plaintiffs

Duly sworn

Dated the 19th day of October 1935.

Father's name Venkataramana Setty; Age 27 years; Caste Vaishya; Occupation Accounts clerk in the Executive Engineers Office Residence Chickmagalore.

Chief Examination.

Wodikere State Forest belongs to Kadur Revenue D.C.

~~Cross~~ Examination: As Public Works Department account Code

TWO ANNAS
THE MAHARAJA OF MYSORE

Code Annexure, A, the Royalty on ballast is at two annas per 100 cubic-feet. vide at 2. 5 8 Public work Department Account Code. I produce the Bill Exhibit F showing that Royalty was charged at., 2, annas. per 100 Cubic feet.

Cross. Examination :: Nil

Read over to the witness and admitted by him to be correct

(Signed) S R Ramaswamy Iyer

2 District Judge

Shimoga Division

Dated, the 19th day of October 1935.

True Copy

Record Keeper.

Copy applied for on the	Applicant told to appear on the	Applicant appeared on the	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
17/1/36	17/1/36	17/1/36		

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	S. Venkoba Rao	

Deposition Sheet. Form No 100 Civil

In the Court of the District Judge

Shimoga Division

Original Suit No 2 of 1934-35

PW4 Deposition of Thimma Boya;

4th witness for plaintiff.

Duly sworn.

Dated the 19th day of October 1935

Father's name Chowda Bovi;

Age 35 years; Caste Vaddar;

Occupation Contract

Residence Tarikere

Chief Examination:—

I do Contract work in Department of public work and Railway Department from about 20 years. I supply ballast and do building work —

TWO ANNAS
THE MAHARAJA OF MYSORE

2

I did ballast contract work in 1924-25 and not subsequently I collected ballast from Hothikere: Manna Jangle collected about 25000 Cubic feet. I did not pay any Royalty and nothing was collected from me In Public work Department Royalty at 2, annas per 100 Cubic feet is being collected

Cross-Examination

I have no reference to show that I did the contract work in 1924-25. There was no agreement between me and the Railway Department I was only given a work order: no a work order will be kept in the Railway Department. Read over translated to the witness and admitted by him to be correct:

9-10-35 (Sd) S R Ramaswamy Aiyar
Dist. Judge

DISTRICT AND SESSIONS COURT

True Copy,

Record Keeper
H. R. Keeper

Copy applied for on the	Applicant told to appear on the	Applicant appeared on the	Copying stopped for want of copying sheets on the	Additional copying sheets supplied on the
4/1/36	17/1/36	17.1.36		

Copy ready on the	Copy delivered on the	Copied by	Examined by
17/1/36	17/1/36	S. Venkobachar	